

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

Resolution

Number 24-1358

Adopted Date October 15, 2024

**HIRING HEIDI SPARKS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY
FACILITIES MANAGEMENT DEPARTMENT**

BE IT RESOLVED, to hire Heidi Sparks as Custodial Worker I within the Facilities Management Department, classified, full-time permanent status (40 hours per week), Pay Range #7, \$16.55 per hour, effective October 21, 2024, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Facilities Management (file)
H. Sparks' Personnel file
OMB-Sue Spencer

Resolution

Number 24-1359

Adopted Date October 15, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR ZACHARY ZINDEL WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, Zachary Zindel, Service Worker II, within the Facilities Management Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Zachary Zindel's completion of 365-day probationary period and a pay increase to rate of \$22.30 hourly, effective pay period beginning October 19, 2024.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
Z. Zindel's Personnel File
OMB – Sue Spencer

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

Resolution

Number 24-1360

Adopted Date October 15, 2024

APPROVING A WAGE INCREASE FOR SETH WHITLOCK WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, pursuant to Resolution #24-0861, adopted July 2, 2024, this Board approved departmental work rules and compensation schedule for the Warren County Emergency Services Department and the Emergency Communications Operators; and

WHEREAS, Seth Whitlock, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed three (3) years of service as an Emergency Communications Operator as of October 11, 2024.


NOW THEREFORE BE IT RESOLVED, to approve Seth Whitlock's wage increase to \$27.79 per hour, under the Warren County Emergency Services Pay Schedule, effective pay period beginning October 17, 2024.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
S. Whitlock's Personnel File
OMB-Sue Spencer

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

Resolution

Number 24-1361

Adopted Date October 15, 2024

AUTHORIZING THE POSTING OF THE "WATER DISTRIBUTION WORKER I OR II" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for a "Water Distribution Worker I or II" position within the Water and Sewer Department.

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Distribution Worker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning October 10, 2024.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Water/Sewer (file)
S. Spencer – OMB

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

Resolution

Number 24-1362

Adopted Date October 15, 2024

ACCEPTING THE RESIGNATION OF CHRISTINA BANKS, ASSESSMENT INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 27, 2024

BE IT RESOLVED, to accept the resignation of Christina Banks, Assessment Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective September 27, 2024.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
C. Banks' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-1363

Adopted Date October 15, 2024

ACCEPTING THE RESIGNATION OF TAYLOR MUNN, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 27, 2024

BE IT RESOLVED, to accept the resignation of Taylor Munn, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective September 27, 2024.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
T. Munn's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-1364

Adopted Date October 15, 2024

AWARDING THE BID TO TRANSPORTATION EQUIPMENT SALES CORP (DBA TESCO) FOR THE PURCHASE OF TWO (2) HANDICAP UPFIT 2024 CHRYSLER VOYAGER LX VANS AND VALLEY MOTOR CITY INC. FOR THE PURCHASE OF TWO (2) STANDARD 2024 CHRYSLER VOYAGER LX VANS FOR WARREN COUNTY TRANSIT SERVICE

WHEREAS, bids were closed at 11:00 a.m., September 19, 2024, and the bids received were opened and read aloud for the purchase of Two (2) Handicap Upfit 2024 Chrysler Voyager LX Vans and Two (2) Standard 2024 Chrysler Voyager LX Vans for Warren County Transit Service are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Susanne Mason, Transit Director, TESCO and Valley Motor City Inc. have been determined to be the best and lowest bidders.

NOW THEREFORE BE IT RESOLVED, upon recommendation of Warren County Transit Service, that it is the intent of this Board to award the bid to TESCO, P.O Box 167230, Oregon, Ohio, for a total bid price of \$129,830.00 and Valley Motor City Inc., 4100 State Road, Cuyahoga Falls, Ohio, for a total bid price of \$84,058.00.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

kp\

cc: Transit (file)
OMB Bid file

Resolution

Number 24-1365

Adopted Date October 15, 2024

APPROVING EMERGENCY REPLACEMENT OF THE PROGRAMMABLE LOGIC CONTROLLERS (PLCs) LOCATED AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT

WHEREAS, the Water & Sewer Department experienced an equipment failure of PLCs that provide capabilities to run automated processes at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, the replacement is critical and time sensitive to Wastewater operations as the equipment is used to control the sewer treatment systems and interacts with their SCADA system that functions the Lower Little Miami Wastewater Treatment Plant.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24002316, with The Belting Company of Cincinnati in the amount of \$12,866.16 for the procurement of two new Programmable Logic Controllers located Lower Little Miami Wastewater Treatment Plant.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jad

cc: Auditor
Water/Sewer (file)

Resolution

Number 24-1366

Adopted Date October 15, 2024

SETTING AND ADVERTISING FOR PUBLIC HEARING #1 FOR FISCAL YEAR 2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

BE IT RESOLVED, to advertise for Public Hearing #1, the first of two public hearings to review the Fiscal Year 2025 Community Development Block Grant (CDBG) Program, to be held Tuesday, November 26, 2024, at 4:00 p.m., in the County Commissioners' Meeting Room; and

BE IT FURTHER RESOLVED, to direct the Clerk to publish notice of said hearing in Journal Pulse newspaper, in accordance with CDBG guidelines.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: OGA (file)

Resolution

Number 24-1367

Adopted Date October 15, 2024

AMENDING THE CITIZEN PARTICIPATION PLAN RELATIVE TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ON BEHALF OF THE OFFICE OF GRANTS ADMINISTRATION

WHEREAS, the U.S. Department of Housing & Urban Development (HUD) requires all recipients to adopt a Citizen Participation Plan; and

WHEREAS, pursuant to Resolution #08-1945, adopted December 11, 2008, this Board adopted a Citizen Participation Plan; and

WHEREAS, it is necessary to amend said plan to allow notices for public hearings related to the Community Development Block Grant program to be made via the County website.

NOW THEREFORE BE IT RESOLVED, to amend a Citizen Participation Plan relative to the County's CDBG Program on behalf of the Office of Grants Administration to include the following:

Under IV. Public Hearings B, add the following phrase:

“or on the County website.”

Under IV. Public Hearings C, add the following phrase:


“or on the County website.”

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

sm/

cc: OGA (file)
Policy file

CITIZEN PARTICIPATION PLAN
for
WARREN COUNTY, OHIO

I. PURPOSE

The County of Warren is establishing this Citizen Participation Plan in accordance with the intent of the rules, regulations, and guidelines of the various federal and state agencies having oversight for the programs carried out under the Housing and Community Development Act of 1974, as amended.

This written Citizen Participation Plan provides for the full implementation of Warren County's policy on Citizen Participation, the purpose of which is full and meaningful participation of any individual regardless of race, color, religion, sex, age, national origin and physical or mental impairment in the planning and implementation of the County's Community Development Block Grant (CDBG) Program.

II. PROGRAM POLICY

It shall be the general policy under this plan to:

- A. provide for and encourage citizen participation, with particular emphasis on participation by persons of low and moderate income;
- B. provide citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds;
- C. provide for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;
- D. provide for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including the review of proposed activities and review of program performance. Hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped; and
- E. provide for a timely written answer to written complaints and grievances, within fifteen (15) working days where practicable (see Exhibit A, Citizen Complaint Procedure); and
- F. identify how the needs of non-English speaking resident will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.

III. PROGRAM RESPONSIBILITY

Under the Community Development Block Grant (CDBG) Entitlement and HOME Program, the County may apply for funding on its own behalf. The County, as part of any CDBG or HOME application process and grant administration, will:

- A. Formally send written notice of the availability of funds and date of the public hearings within its jurisdictional limits, before submitting a funding application to HUD;
- B. Consider the needs of the County in preparing applications under the programs;
- C. Formally solicit and consider funding requests;
- D. Assume full responsibility for direct administration of the entire program and compliance with all applicable Federal and State laws;
- E. Procure those contracts necessary for the design, implementation, and administration of the program, per CDBG standards and guidelines; and
- F. Retain all program records, per CDBG and State of Ohio guidelines.

IV. PUBLIC HEARINGS

In order to implement this Plan, the minimum citizen participation public hearing requirements for the CDBG Entitlement Program will be the following:

- A. Public hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodations for persons with disabilities. Each public hearing notice will provide information necessary to make special arrangements by contacting the County 72 hours prior to the scheduled meeting to ensure that arrangements can be made to facilitate their participation. During times of urgent circumstances or to protect public health, public hearings may be conducted virtually if it allows questions in real time with answers coming from an elected official or representative to all "attendees." Virtual hearings must provide accessibility for persons with disabilities and LEP to participate.
- B. Public Hearing #1 will be held prior to the development of an application. Adequate notice of Public Hearing #1 must be published ten (10) days in advance in a newspaper of general circulation in the locality and in a non-English newspaper (when applicable) where they exist or on the County website. Public service radio announcements will be used when feasible.
- C. Public Hearing #2 will be held after the application is developed but prior to its submission to HUD. Adequate notice of Public Hearing #2 including a summary

of the proposed activities to be undertaken, must be published ten (10) days in advance in a newspaper of general circulation in the locality and in a non-English language newspaper (when applicable) where they exist or on the County website. Public service radio announcements will be used when feasible.

- D. Minutes of both Public Hearing #1 and #2 will be maintained in the County's citizen participation file. The minutes will be accompanied by a list of attendees at each meeting.
- E. Any written citizen comments or complaints provided at the public hearings or during the implementation of the program will be maintained in the County's citizen participation file.

Since the two public hearings are the primary citizen participation mechanisms, it is important that all of the necessary program information be conveyed at each hearing, and the minutes of each hearing, including all citizen comments, be maintained in the appropriate CDBG file.

Information to be conveyed and program area to be discussed at Public Hearing #1 are the following:

- A. Provide sub-recipient applications, as well as income survey forms and guidelines;
- B. National program objectives;
- C. Amount of funding available to the County;
- D. Range of eligible activities;
- E. Performance of the County in past CDBG program;
- F. A summary of other program requirements;
- G. Date of Public Hearing #2; and
- H. Citizen views and comments

Ten (10) or more days after the first public hearing, Public Hearing #2 is required in order to give citizens an opportunity to review and comment on the County's proposed application prior to its submission to HUD.

The format for Public Hearing #2 will include the following information and areas for discussion:

- A. A presentation by a representative(s) of the County on the County's proposed CDBG program, including the activity or activities to be undertaken, the amount of CDBG, and other funds allocated for each activity, the timetable for starting through completion of each activity, and what national objective(s) each activity will meet;
- B. The County shall have available for citizens a written summary of the proposed CDBG program. *(note: copies of the newspaper notice that advertised the second public hearing, which includes a summary of the County's CDBG program, provide this necessary information);* and
- C. Citizen views and comments.

V. NOTIFICATION AND PARTICIPATION

- A. Notification of public hearing will be sent to townships, villages, and participating cities in correspondence with the published notification of the public hearing. Along with notification, applications for project submittal will be made available.

The County will accept applications through the townships, villages, participating cities, and other eligible applicants by the deadlines set by the County. The County will then review the applications received, and choose the coming year's activities. The County will send written notices to inform each township, village, participating city, and other applicants which projects have been selected. The notice will also announce the place, date, and time of public hearing #2.

- B. The County will publish a summary of the proposed consolidated plan in a local newspaper of circulation. Additionally, copies of the proposed consolidated plan will be made available at local libraries and government offices.

The summary of the proposed consolidated plan will include a list of the locations where copies of the entire proposed consolidated plan may be reviewed. The summary will include a provision to make the plan available for persons with circumstances that prevent them from reviewing the proposed consolidated plan without assistance.

VI. CITIZEN COMMENTS

- A. The County will provide a minimum of thirty (30) days to receive comments from citizens on the proposed consolidated plan. Comments shall be received from the Warren County Office of Grants Administration, 406 Justice Drive, Lebanon, Ohio 45036, or via email;

- B. Any written citizen comments will be reviewed and maintained in the County's Citizen Participation file.
- C. Under the CARES Act, CDBG grantees may amend citizen participation and Consolidated Plans concurrently in order to establish and implement expedited procedures with a comment period of no less than 5-days.

VII. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

- A. Adequate notice of availability of the Consolidated Annual Performance and Evaluation Report (CAPER) for public review will be published in a newspaper of general circulation.
- B. The County will provide a minimum of fifteen (15) days to receive comments citizens on the Consolidated Annual Performance and Evaluation Report (CAPER).

VIII. AMENDMENTS

- A. An amendment to the Consolidated Plan and/or annual Action Plan caused by substantial changes in planned or actual activities will be determined by the following criteria:
 - 1. If the scope of the project is altered and effects the project beneficiaries by fifty percent (50%) or greater, or
 - 2. If the allocated project cost is increased or decreased by fifty percent (50%) or greater.
- B. Adequate notice of Amendment of the Consolidated Plan and/or Action Plan will be published fourteen (14) days in advance in a newspaper of general circulation.
- C. The County will provide a minimum of thirty (30) days to receive comments from citizens on the proposed amendments.


IX. OTHER REQUIREMENTS

- A. In the event of acquisition and/or relocation, Warren County will comply to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24.
- B. The process for citizens complaints is outlined in Exhibit "A".

- C. Program documents will be made available for public inspection and copying during regular business hours at the County offices, upon written or oral request. Available documents must, at a minimum, include:
1. Program regulations;
 2. Applications;
 3. Status reports and performance reports; and
 4. Activity guidelines, such as housing rehabilitation guidelines.
- D. Bilingual opportunities shall be provided where applicable. If the community has a population segment with a primary language other than English, bilingual notices and provision for translations of program documents shall be provided.

This Plan adopted the 15 day of October, 2024.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

* 

Signature

Name: David G. Young

Exhibit "A"

CITIZEN COMPLAINT PROCEDURE

1. Complaints concerning the Warren County Community Development Block Grant (CDBG) Program shall be in writing address to the Warren County Grants Coordinator, 406 Justice Drive, Lebanon, Ohio 45036, or via email to masosu@co.warren.oh.us. The Grants Coordinator will respond to all written complaints and attempt to resolve any apparent problems. A written response from the Grants Coordinator will be made within fifteen (15) WORKING DAYS of the receipt of the complaint.
2. If the Grants Coordinator's written response is not deemed satisfactory, a written may then be filed with the County Administrator who will respond in writing within ten (10) WORKING DAYS.
3. If the written response of the County Administrator is not deemed satisfactory, a written complaint may then be filed with the Warren County Board of Commissioners. The County Commissioners will have sole discretion as to how it will receive and handle complaints. If the complaint is, or is not, to be considered by the Board of County Commissioners, the complaining party will be notified within fourteen (14) CALENDAR DAYS.
4. If the complaining party is not satisfied with the actions taken by the Warren County Commissioners, complaints may then be addressed to the U.S. Department of Housing and Urban Development, Ohio State Office, 200 North High Street, Columbus, Ohio 43215.

Updates: 2008
 2013
 2020
 2024

Resolution

Number 24-1368

Adopted Date October 15, 2024

ENTERING INTO AN AGREEMENT WITH BEECH ACRES FOR DIAGNOSTIC SERVICES, FAMILY COUNSELING, INFORMATION & REFERRAL SERVICES, MONITORING CASE PROGRESS, AND SUPERVISED VISITATION FOR FAMILIES OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to enter into an agreement with Beech Acres for Diagnostic Services, Family Counseling, Information & Referral Services, Monitoring Case Progress, and Supervised Visitation for families of Warren County Children Services, said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

cc: c/a- Beech Acres
Children Services (file)

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES FOR THE PROVISION OF
NON-PLACEMENT SERVICES**

This Agreement, hereinafter "NP Agreement", sets forth the terms and conditions between the parties for non-placement services for children who are involved with the Agency named below.

This NP 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

Beech Acres, hereinafter "Provider", whose address is:

Beech Acres
615 Elshore Pl 500
Cincinnati, OH 45202

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF SERVICES
Section 1.01	EXHIBITS
ARTICLE II.	TERM OF NP AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS NP AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR NON-PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE /DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	FINDING FOR RECOVERY
ARTICLE XXIV.	PUBLIC RECORDS
ARTICLE XXV.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVI.	SUBCONTRACTING AND DELEGATION
ARTICLE XXVII.	PROPERTY OF AGENCY
ARTICLE XXVIII.	SEVERABILITY
ARTICLE XXIX.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXX.	COUNTERPARTS
ARTICLE XXXI.	APPLICABLE LAW AND VENUE
ADDENDA TO THIS NP AGREEMENT	

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 SERVICES

Subject to the terms and conditions set forth in this NP Agreement and Exhibits (such Exhibits are deemed to be a part of this contract as fully as if set forth herein). Provider agrees to perform the services as described in Exhibit 1, Schedule B "Non-Placement Service Rates".

Section 1.01 EXHIBITS

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

1. Exhibit 1 –Schedule B "Non-Placement Service Rates".

The extent to which any of the terms of the contract language and language of Exhibit 1, and any addendums, the language of Exhibit 1 and any signed addendums shall govern.

Article II. TERM OF NP AGREEMENT

This NP Agreement is in effect from **10/01/2024** through **09/30/2025** unless this NP Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this NP Agreement may be extended, at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the NP Agreement shall be provided in writing to Provider no less than 60 calendar days before the expiration of any NP Agreement term then in effect. No services provided prior to the commencement date shall be covered under the terms of this NP Agreement.

Article III. ORDER OF PRECEDENCE

This NP 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 NP Agreement irreconcilably conflicts with an Exhibit, this NP 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:

1. Exhibit 1 –Schedule B "Non-Placement Service Rates".

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this NP Agreement:

- A. NP Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the NP Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the NP 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 NP Agreement.
- C. Child(ren) means any person under eighteen years of age or under twenty-one years of age with a developmental disability as defined in section 5123.01 of the Revised Code; an individual who has a physical or mental impairment; any mental or psychological disorder such as intellectual disability; any physiological disorder or condition.
- 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 OAC rule 5101:2-1-01 the Administrative Code, is monthly case management activities with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge. Aftercare support rates are to be included on the Schedule B.
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 same family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.
- F. "Aftercare services" are defined as specific individualized community-based trauma informed services that build on treatment gains to promote the safety and well-being of children and families, with the goal of preserving the youth in a supportive family environment. Aftercare services may be part of the discharge plan and added to the "agreement for Title IV-E agencies for the provision of non-placement services" on the "Schedule B" rate information.
Such services may include but are not limited to the following:
 - 1. Behavioral Management
 - 2. Crisis Support-Intervention
 - 3. Life-Skills Development
 - 4. Stabilization Supports
 - 5. Treatment Team Staffing
 - 6. Substance Use
 - 7. Juvenile Sex Offender
 - 8. Other Specialized Outpatient Service
- G. Support/Services may mean aftercare support, aftercare services or other support/services, as applicable.
- H. Unless otherwise defined in Exhibit 1, non-placement services are to be provided only for referrals made to the Provider by the agency on behalf of the agency's client.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to deliver non-placement services as described on the Schedule B or an Addendum to this NP Agreement, if applicable. If the non-placement service is for aftercare support/aftercare services the Agency and Provider are to ensure the service(s) are in alignment with the discharge plan and needs of the child/family.
- B. Provider agrees to deliver other non-placement services as described on the Schedule B or an addendum to this NP Agreement, if applicable.

- C. Provider agrees to ensure that any and all persons who may have contact with the children are suitable for interaction pursuant to all applicable federal, state, and local laws and regulations

Provider agrees to submit a monthly progress report as negotiated by the parties for each child and/or family. Provider will communicate with the Provider Services Department on an ongoing basis regarding capacity, backlog, linkage issues, and related matters. Provider will submit a quarterly report. The report format and content required will be developed collaboratively between the Provider and the Agency.

The progress report will be based on the agreed upon aftercare support/aftercare services/non-placement services to be delivered to the child and/or family and will include documentation of such support/services provided to the child/family. 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 after working with the provider to resolve the issue.

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 related information:
 - a. Service type.
 - b. Date(s) of service.
 - c. Reason for service.
 - d. Provider name, address, and contact number.

- D. 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.

- E. Notification to the Agency of Emergency Critical Incidents that occur during the Provider's supervision or involvement 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.

Emergency Critical Incidents may 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.
11. Cruelty to animals

- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency incident. Non-emergency incidents 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.

- G. Documentation of non-emergency incidents as identified in "F" above shall be provided to the Agency via the monthly progress report.

Article VI. AGENCY RESPONSIBILITIES

1. It has adequate funds to meet its obligations under this NP Agreement, subject to the availability of funds as referenced in Article VIII (I).
2. It intends to maintain this NP 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 NP Agreement.
4. It will share a list of identifying information and means of contact to the Family and community treatment team members for the youth and family. It will provide the youth's SACWIS Person I.D. number, the youth's Medicaid Eligibility Information or their Insurance / 3rd Party Payor Information.

Article VII. INVOICING FOR NON-PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which support/services were provided. The invoice shall be for support/services delivered in accordance with Article I of this NP 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. If a parent, kin caregiver or sibling of child is being provided a support/service, as well, then that person's identifying information is to accompany the invoice.
 4. Agreed upon rates for support/services; and
 5. Invoicing procedures may also include the rates associated with the following, if applicable and agreeable to the Agency and Provider:
 - a. Case Management
 - b. Transportation
 - c. Other Direct Services
 - d. Behavioral health care.
 - e. Other costs

- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for support/services provided to Medicaid eligible children through Medicaid. Support/services provided that are not available for Medicaid reimbursement shall be billed to the Agency at the agreed upon rate(s) (Schedule B).

If Provider is not enrolled in Medicaid, the Provider shall seek reimbursement for support/services provided from the Agency at the agreed upon rate(s) (Schedule B). Support/services provided to children who are not enrolled in Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for support/services billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (the most recent version of which may be found at: Manuals and Rates (ohio.gov)). Changes to the rates on the Schedule B after the effective date of the NP Agreement will require a signed addendum, time permitting, and at minimum at year end reconciliation.

1. Invoicing procedures for support/services:
 - a. The Agency will provide the child's Medicaid eligibility information or their insurance/third-party payor. The provider will work with the Agency to determine if the child's Medicaid or private insurance/third-party payor at the time of the referral will pay for services.
 - b. If the child has private insurance / third-party payor, any eligible services may be billed to their insurance / third-party payor, conditional on whether Provider is a health care entity able to

participate and submit claims for reimbursement to the insurance / third-party payor. For services billed to the insurance / third-party payor, any services not covered will be invoiced to the Agency at the Medicaid rates in accordance with Section B above. Note: a child may become eligible for Medicaid or other insurance / third-party payor after services begin. The provider is responsible for monitoring child's Medicaid eligibility or availability of private insurance / third-party payor on a monthly basis.

- c. If the Agency has paid the Provider for services, and then later determines that Medicaid or insurance/third-party payor would have covered the services, the Provider will attempt to seek reimbursement from Medicaid or the child's private insurance/third-party payor and credit the IV-E agency the amount reimbursed by Medicaid or insurance/third-party payor on future invoices.
 - d. If Medicaid or the child's private insurance/third-party payor denies a claim, the denial will need to accompany the invoice as backup documentation in order for the IV-E Agency to process any denials for payment. If the private insurance/third party payor does not cover Community Psychiatric Support Treatment as a benefit, the Provider is not required to attempt to bill the payor to avoid claims of fraud.
2. Fees eligible for reimbursement by Medicaid or private insurance/third-party payor shall not be billed to the Agency if paid by Medicaid or private insurance/third party payor. Provider will accept Medicaid or private insurance/third-party payor reimbursement, less co-payment requirements, as full payment for eligible services on behalf of an eligible child.
- 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

- A. The maximum amount payable pursuant to this NP Agreement is **\$30,000.00**.
- B. In accordance with Schedule B of this NP Agreement, the agreed upon rate will be paid for each support/service.
- C. The Agency agrees to pay the Provider for all services agreed to on Schedule B and/or in the Addendum to this NP 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.
- D. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the services 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 calendar days will be reviewed on a case by case basis.
- E. This NP 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 NP 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 NP Agreement, without change to the terms and conditions of the NP Agreement; or
 2. Issue a notice of intent to terminate the NP 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 past a child's date of discharge 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 NP 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 NP 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 NP Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this NP Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the NP 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 the 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 NP 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 NP 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 NP Agreement may fall within the public domain, the Provider shall not release information about or related to this NP 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 NP Agreement, NP Agreement terms and conditions, scope of work under the NP Agreement, Deliverables, as defined in Article XXIX, and results obtained under the NP Agreement, impact of NP Agreement activities, and assessment of the Provider's performance under the NP 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 NP Agreement award, NP Agreement terms and conditions, NP Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the NP Agreement scope of work, Deliverables required under the NP Agreement, results obtained under the NP Agreement, and impact of NP Agreement activities.
- F. If contacted by the media about this NP Agreement, both parties agree to notify the other in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using NP 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 NP 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 Provider discontinues operation, all child records for non-placement services shall be provided to the 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 NP Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to employees, volunteers and interns who are involved in the services for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- C. 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.
- D. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

- E. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- G. 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 NP 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 ten (10) business days of receipt by the Provider.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation, or certification.
- H. 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.
- I. 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.
- J. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require 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.
- K. 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).
- L. 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).
- M. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- N. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), 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 NP 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 received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this NP Agreement, nor any individual employed by any person or entity entering into this NP 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.

Impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this NP 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 NP 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 NP Agreement. Provider warrants that at the time of entering into this NP 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 NP Agreement.
- B. This NP Agreement, Addenda, 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 NP Agreement shall supersede all previous communications, representations, or Agreements, either written or oral, between the parties to this NP Agreement. Also, this NP 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 NP 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 NP 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 NP Agreement, the Agency may exercise any right under the NP Agreement, including termination of the NP Agreement.

Article XX. INSURANCE

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

Provider agrees to procure and maintain for the term of this NP 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 NP 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 NP 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 NP Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 12. If the NP 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 NP 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 NP 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 NP 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 Records Check

- 1. Provider warrants and represents it will comply with Article XI 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, volunteer, or mentor, (including AmeriCorps) who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86.

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 children 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 pleaded 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 a child in care, Provider must provide written verification from the individual that their 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 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 NP Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. FINDING FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an NP 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 NP 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 State.

Article XXIV. PUBLIC RECORDS

This NP Agreement is a matter of public record under the Ohio public records law. By entering into this NP Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this NP 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 NP Agreement and all public records generated as a result of this NP Agreement.

Article XXV. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an NP Agreement, and prior to the time the NP Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC Section ORC 5719.042. Such statement shall affirm under oath that the person with whom the NP 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 NP 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 XXVI. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this NP 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 NP 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 NP Agreement.

Article XXVII. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this NP 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 NP 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 NP 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 NP Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this NP 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 XXVIII. 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 XXIX. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this NP Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the specific 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 XXX. COUNTERPARTS

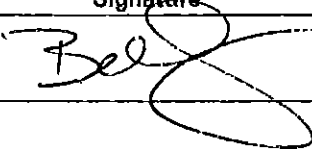
This NP Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce 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 XXXI. APPLICABLE LAW AND VENUE

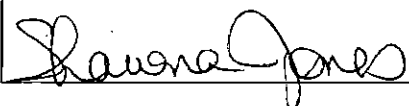
This NP Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this NP Agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: Beech Acres

Print Name & Title	Signature	Date
Brittany Speed, Chief Operating Officer		9/24/24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shauna Jones, Director		10-4-24

Additional Signatures

Print Name & Title	Signature	Date
David G. Young President		10-15-24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Schedule B Non-Placement Service Rates
Schedule B
Non-Placement Service Rates

This schedule is to capture any non-placement services and rates agreed to by the Agency and a Provider. These non-placement services may include Aftercare Support, when the Agency and Provider have negotiated a rate different from the "Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement" Medicaid rate, Aftercare Services, and any other non-placement services, as identified below.

Services for clients eligible for Medicaid are to be billed directly to Medicaid. Clients not eligible for Medicaid, but who receive Medicaid eligible services are to be invoiced to the Agency at the Medicaid applicable rate. Should client require Medicaid services other than those listed below, Provider will provide documentation of and bill the appropriate Medicaid rate. Medicaid Reimbursable services must be billed at current Medicaid rates. The most up to date rates can be found in the Ohio Department of Medicaid's Behavioral Health Services Provider Requirements and Reimbursement Manual, the most recent version of which may be found at [Manuals and Rates \(ohio.gov\)](http://Manuals and Rates (ohio.gov))

Fees eligible for reimbursement by Medicaid or third-party payor shall not be billed to the Agency. Provider will accept Medicaid or third-party payor reimbursement as full payment for eligible services on behalf of an eligible child.

Service Description	Service ID	Unit Type	Unit Cost	Cost Description	Person	Person ID	Cost Begin	Cost End
Diagnostic Services	35762		\$125.00	Initial Assessment - \$125.00 per assessment			10/01/2024	09/30/2025
Family Counseling	35756		\$750.00	4 hours of weekly in-home therapy - \$750 per four-hour session			10/01/2024	09/30/2025
Information & Referral Services	35728		\$60.00	\$60.00/per hour for family orientation.			10/01/2024	09/30/2025
Monitoring Case Progress	35730		\$1.00	\$1.00/per minute consultation with client's Caseworker and/or Supervisor.			10/01/2024	09/30/2025
Supervised Visitation	35735		\$70.00	\$70.00/per hour for monitored visitation.			10/01/2024	09/30/2025
Supervised Visitation	35735		\$105.00	\$105.00/per hour for direct supervised visitation.			10/01/2024	09/30/2025

Resolution

Number 24-1369

Adopted Date October 15, 2024

ACCEPTING A QUOTE FROM BUSINESS COMMUNICATION SPECIALISTS FOR
RENEWAL OF INGATE SUPPORT ON BEHALF OF WARREN COUNTY
TELECOMMUNICATIONS

BE IT RESOLVED, to accept Quote AAAQ20121 from Business Communication Specialists on behalf of Warren County Telecommunications, copy of said quote attached hereto and made a part hereof.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Business Communication Specialists
Telecom (file)



**BUSINESS
COMMUNICATION
SPECIALISTS**

QUOTE

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

Number AAAQ20121
Date Sep 20, 2024

Sold To	Ship To	Your Sales Rep
Warren County Garrett Wilson 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax	Warren County Garrett Wilson 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com

Qty	Description	Unit Price	Ext. Price
1	Ingate Annual Support Renewal (S/N: IG-428-550-5015-1) **December 21, 2024 - December 20, 2025	\$640.00	\$640.00
1	Ingate Annual Support Renewal (S/N: IG-200-052-1002-4) **December 22, 2024 - December 21, 2025	\$880.00	\$880.00

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

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

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

SubTotal	\$1,520.00
Tax	\$0.00
Shipping	\$0.00
Total	\$1,520.00

Print Name: David G. Young

Date: 10-15-24

Signature:

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

APPROVED AS TO FORM

Derek B. Faulkner
Asst. Prosecuting Attorney



**BUSINESS
COMMUNICATION
SPECIALISTS**

162 Main Street
Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275
www.businesscommunicationsspecialists.com

Warren County Standard Terms and Conditions

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

Payment Terms

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

Rescheduling Fee

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

Warranty & Additional Notes

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

Technical Support

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

License Agreement

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

Limit of Remedy:

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

Resolution

Number 24-1370

Adopted Date October 15, 2024

ENTERING INTO H2OHIO DIRECT ASSISTANCE PWS STANDARD GRANT AGREEMENTS WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE REIMBURSEMENT OF ELIGIBLE PROJECT/PROGRAM COSTS

WHEREAS, the Water and Sewer Department was awarded four (4) H2Ohio Direct Assistance grants from the Ohio Environmental Protection Agency in the following amounts for project costs associated with the following Water Systems; and

Public Water System	Grant Amount	Equipment
Socialville (OH8304203)	\$7,688	Schonstedt Instrument
Franklin Area (OH8301603)	\$9,100	AFC Semper RPM Impulse Kit
Pennyroyal Area (OH8301803)	\$9,100	AFC Semper RPM Impulse Kit
Richard Renneker (OH8301512)	10,000	Sewerin:SeCorrPhoneAC200

WHEREAS, the grant manager requires the execution of standard grant agreements in order to disburse funds.

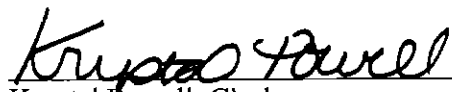
NOW THEREFORE BE IT RESOLVED, to execute four (4) H2Ohio Direct Assistance PWS Standard Grant Agreements, as attached hereto and made a part hereof, with the Ohio Environmental Protection Agency.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Ohio EPA
Water/Sewer (file)
Project file

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the "Effective Date" by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the Warren County Socialville PWS (PWS), its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Drinking Water Distribution Equipment Grant**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. **WHEREAS** ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee's Distribution Management Equipment Grant Application** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, "Eligible Project/Program Costs" may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$7,688.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

Ohio Environmental Protection Agency

- I. **Grant Award.** The **Director** hereby awards to the **Grantee** a Grant not to exceed **\$7,688.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "**Exhibit 1**" for the **Work Activities** for eligible expenditures for the project/ program activities related to the purchase of equipment the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid after the DATE award notice are eligible for reimbursement. Any grant-related purchases made prior to the effective date of the grant agreement shall be incurred at Grantee's risk, and Grantor shall not be obligated to reimburse any purchases made prior to the effective date of the grant agreement should the grant funding no longer be available.

- A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "**Exhibit 1**" and fully incorporated herein.
- D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit 1**" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
- E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.
- II. **Grant Method of Disbursement and Release of Fund.** The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

Ohio Environmental Protection Agency

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee must submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the DATE award notice.
 - B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
 - C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
 - D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **\$7,688.00**.
 - E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.
- III. Changes to Project or Method of Disbursement.** Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.
- IV. Grantee's Representations.** Grantee agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.
- V. Nondiscrimination.** The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color,

Ohio Environmental Protection Agency

religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- I. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- II. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- III. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IV. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- V. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement,

Ohio Environmental Protection Agency

including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.

- VII. It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- VIII. **Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
- IX. **Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.
- X. **Project Phase and Fiscal Reports.**

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the future use of the equipment.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

- XI. **Final Reports.**

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of

Ohio Environmental Protection Agency

the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics on the use of the equipment purchased.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall:

(i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's** fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

- XII. Grantor Right to Audit.** Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XIII. Records.** **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.
- XIV.** The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XV.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XVI.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee**

Ohio Environmental Protection Agency

understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

- XVII.** The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XVIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.
- XIX.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the DATE notice of award, however any grant- related expenditures made prior to the effective date of the Grant Agreement shall be made at Grantee's risk.
- XX.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXI.** **Indemnity.** To the extent permitted under ORC 5705.44, Grantee agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the Project/Program, including any acts or omissions of Grantee. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by Grantee in carrying out the activities pursuant to this Agreement.

Ohio Environmental Protection Agency

- XXII. Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIV. Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
- XXV.** The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.
- XXVI. Termination.** Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of

Ohio Environmental Protection Agency

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Warren County Socialville PWS

Award: \$7,688.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

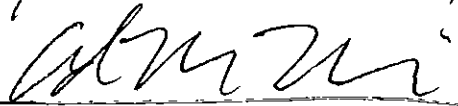
* 
Signature of Grantee's Authorizing Agent

10-15-24
Date

David G. Young, President
Name and Title of Authorizing Agent
(Please Print)

Amy J. Klei, for Director Vogel
Chief DDAGW
Ohio EPA

Date

Approved as to form,

Adam M. Nice, A.B.A.

Ohio Environmental Protection Agency

the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty- five (45) days of **project/program** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

- XXVII. Notices.** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Grants Team, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW.Grants@epa.ohio.gov

- XXVIII. Grant Funds Not Expended:** If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

[The rest of this page was left intentionally blank]



**Equipment Grant
Application and Guidelines**

**Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Phone: 614-644-2752**

Website: <http://epa.ohio.gov/ddagw/>

Email: DDAGW.Grants@epa.ohio.gov

TABLE OF CONTENTS

I.	Introduction	iii
II.	Grant Application Guidelines	iii
	a. Deadlines and Review Dates	iii
	b. Eligibility	iii
	c. Grant Amounts and Project Duration	iii
	d. Equipment, Supplies and Training	iii
	e. Assistance with Applications	iv
	f. Application Submittal	iv
	g. Review of Applications	v
	h. Grant Award Process.....	v
III.	Application	1
	Section 1. Contact Information for Applicant	1
	Section 2. Applicant Certification Statement	3
	Section 3. Equipment and Training Data.....	5
	Section 4. Equipment Use Description	6

I. Introduction

With the implementation of asset management program requirements for all public water systems, a need has been identified for valve exercising, leak detection and meter accuracy testing equipment. Grants are being offered to reimburse the initial cost of valve exercising, leak detection and meter accuracy testing equipment. The purpose of these grants is to help public water systems increase their technical capacity to provide a continuous source of safe drinking water.

This grant opportunity is made possible by Governor Mike DeWine's H2Ohio Initiative. H2Ohio is a comprehensive and data-driven approach to reduce harmful algal blooms, improve wastewater, and water infrastructure, and prevent lead contamination.

II. Grant Application Guidelines

a. DEADLINES AND REVIEW DATES

Applications will be accepted beginning on December 20, 2022, until January 25, 2023.

Grant applications will be reviewed by Ohio EPA and applicants will be notified within 90 days from the close of the application of the award determination. If Ohio EPA has additional funding after the initial application period, a second application period will be announced.

b. ELIGIBILITY

Ohio community public water systems that need equipment for valve exercising, leak detection, or meter accuracy testing are eligible to apply. Equipment obtained under the grant must be used for the purchase of equipment necessary to exercise distribution system valves and perform leak detection in the distribution system.

Where applicable, the public water system must also comply with Ohio ethics laws and conflict of interest laws; the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et. seq.); state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111); and the PWS Authorizing Agent/owner or spouse, as applicable under ORC 3517.13(I) or ORC 3517.13(J), has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.

c. ELIBIBLE EQUIPMENT & SUPPLIES AND TRAINING

Equipment obtained under the grant must be used for to exercise distribution system valves, perform leak detection in the distribution system and for meter accuracy testing. The following are examples of equipment that are eligible under this grant:

- Valve exercising equipment
- Clamp on flowmeters to check accuracy of meters

- Pressure loggers
- Pitot Tube kits to measure hydrant flow and perform hydrant condition assessment
- Amplified Listening Device to detect leaks in the distribution system.
- Metal pipe locator
- Training on the use of the above equipment.

d. GRANT AMOUNTS AND PROJECT DURATION

Grants may be requested for equipment, supplies and training in an amount not to exceed \$10,000. Grants may only be requested for equipment, supplies and training obtained on or after a fully executed grant agreement is in place. Please **round off all requests to the nearest dollar amount**. Equipment supplies and training must be obtained, and reimbursement requested must be submitted within **6 months** of the date on Ohio EPA's grant agreement, unless an extension is granted in writing from Ohio EPA.

e. ASSISTANCE WITH APPLICATIONS

Please direct all inquiries to Sean Stephenson by email at DDAGW.Grants@epa.ohio.gov. Please include "Public Water System Equipment Grant" in the subject line.

f. APPLICATION SUBMITTAL

Application materials may be submitted in hard copy (paper) to the address on the cover of these guidelines or e-mailed to: DDAGW.Grants@epa.ohio.gov. Electronic submissions must be readable by Microsoft Word 2010 or newer software (for text, tables, and related materials) and Microsoft Excel 2010 or newer software (for spreadsheets). If you do not receive confirmation within two business days that your application has been received, please call the Division of Drinking and Ground Waters.

Applicants submitting their proposals on paper must provide **one** original of the application package, including an original signature from the System Owner or Authorized Agent (preferably in blue ink). The original may be single-sided or double sided. The application should be stapled in the upper left-hand corner. Please do not otherwise bind. Do not include cover letters, blank pages, dividers, or a table of contents. Fax submittals will not be accepted.

By mail:
Ohio EPA
Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
(614) 644-2752

g. GRANT AWARD PROCESS

Equipment supplies and training must be obtained, and reimbursement requested within 6 months of the date on Ohio EPA's grant agreement unless an extension is granted in writing from Ohio EPA.

A grant award letter will be sent to all applicants along with a grant agreement. The grant agreement will need to be signed by the Owner or Authorized Agent and returned. The Director of Ohio EPA will review and sign the agreement. This fully executed agreement will be returned and at this time equipment purchases can be made. The grant award letter and agreement will specify the award amount and provide instructions for obtaining reimbursement and completing the closeout report.

Upon receipt of a grant award letter and agreement the applicant will have six months from that date to purchase the equipment, supplies and training specified in their application including proof of purchase (receipts). An extension may be requested.

Applicants who are not awarded funding will be notified by email.



Public Water System Equipment Grant Application

For Office Use Only:

Application Number: _____ Date Received: _____

Section 1. Contact Information for Applicant

Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	Warren County Water and Sewer Dept
b. PWS Identification Number (PWSID):	8304203
b. Federal Employer Identification Number (EIN):	31-6000058
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. County:	Warren
h. Authorizing Agent:	Christopher Brausch
i. Authorizing Agent Phone Number:	513-695-1193
j. Authorizing Agent Email Address:	chris.brausch@co.warren.oh.us

Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).

a. Project Director (Primary Contact):	Christopher Brausch
b. Title:	Sanitary Engineer
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1193
h. Fax:	513-695-2995
i. Email Address:	chris.brausch@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	Jeff Byrd: Distribution Supervisor:513-695-1648;jbyrdw@outlook.com,
k. Person performing analysis if different from above:	
l. Title:	
m. Phone:	
n. Email Address:	

Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)

a. Fiscal Agent:	Michael Zeiher
b. Title:	Director of Fiscal Operations
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1642
h. Fax:	513-695-2995
i. Email Address:	michael.zeiher@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	

Section 2. Applicant Certification Statement

Instructions: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature, or certification will be required from those applicants when a grant contract is sent out for signature.

Statement of Certification

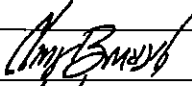
I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (*inter alia*):

- The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- The equipment purchased under this Program is owned and operated by the applicant public water system.
- The applicant will maintain the equipment for a minimum period of four years from the date of purchase. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years.
- The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- The applicant has received approval from its governing body, to apply and make use of the funding under this program.
- The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state

ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

Table 2-1. Applicant Certification Signature

a. Signature of Authorizing Agent:	
b. Date:	1/24/2023
c. Name (typed):	Christopher Brausch
d. Title or relationship to applicant organization:	Sanitary Engineer
e. Name of Public Water System	Warren County Water and Sewer Dept

Section 3. Equipment and Training

Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment & Training (Manufacturer, Model & Description)	Number	Unit Cost	Cost (number x unit cost)
Equipment and Supplies			
a. Schonstedt Instrument Model GA-92XTd	8	\$961.00	\$7688.00
b.			
c.			
Training			
d.			
e.			
f. Total Cost			\$7688.00

Section 4. Equipment Use Description

Please provide a description of how the equipment planned to be purchased under the grant will be used and maintained.

The metal detectors would allow our personnel to effectively and expeditiously locate customer meter's, main line valves, hydrant valves, and curb stops. As our department is feeling the impact of increasing occurrences of emergencies and water main breaks, we need the metal detectors to help us save time when searching for valves to shut down mains in order to fix the breaks.

We are also seeing that with the roads widening and the additional landscaping, the valves and meter pits are getting covered, thus making them difficult, if not impossible to locate through traditional means.

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the "Effective Date" by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the Warren County Franklin Area PWS (PWS), its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Drinking Water Distribution Equipment Grant**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. **WHEREAS** ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee's Distribution Management Equipment Grant Application** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, "Eligible Project/Program Costs" may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$9,100.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

Ohio Environmental Protection Agency

- I. **Grant Award.** The Director hereby awards to the Grantee a Grant not to exceed **\$9,100.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "**Exhibit 1**" for the **Work Activities** for eligible expenditures for the project/ program activities related to the purchase of equipment the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the Grantee or Grantee's Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid after the DATE award notice are eligible for reimbursement. Any grant-related purchases made prior to the effective date of the grant agreement shall be incurred at Grantee's risk, and Grantor shall not be obligated to reimburse any purchases made prior to the effective date of the grant agreement should the grant funding no longer be available.

- A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "**Exhibit 1**" and fully incorporated herein.
- D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit 1**" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
- E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.
- II. **Grant Method of Disbursement and Release of Fund.** The Grantee agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this Grant Agreement.

Ohio Environmental Protection Agency

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee must submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the DATE award notice.
 - B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
 - C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
 - D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **\$9,100.00**.
 - E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.
- III. Changes to Project or Method of Disbursement.** Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.
- IV. Grantee's Representations.** **Grantee** agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.
- V. Nondiscrimination.** The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color,

Ohio Environmental Protection Agency

religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- I. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- II. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- III. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IV. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- V. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement,

Ohio Environmental Protection Agency

including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.

- VII.** It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- VIII. Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
- IX. Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.
- X. Project Phase and Fiscal Reports.**

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the future use of the equipment.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

- XI. Final Reports.**

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of

Ohio Environmental Protection Agency

the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics on the use of the equipment purchased.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall:

(i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's** fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

- XII. Grantor Right to Audit.** Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XIII. Records.** **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program Account** for a minimum of five (5) years after termination of this Agreement.
- XIV.** The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XV.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XVI.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee**

Ohio Environmental Protection Agency

understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

- XVII.** The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XVIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.
- XIX.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the DATE notice of award, however any grant-related expenditures made prior to the effective date of the Grant Agreement shall be made at Grantee's risk.
- XX.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXI.** **Indemnity** To the extent permitted under ORC 5705.44, Grantee agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the Project/Program, including any acts or omissions of Grantee. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by Grantee in carrying out the activities pursuant to this Agreement.

Ohio Environmental Protection Agency

- XXII. Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIV. Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
- XXV.** The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.
- XXVI. Termination.** Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of

Ohio Environmental Protection Agency

the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty- five (45) days of **project/program** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

- XXVII. Notices.** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Grants Team, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW.Grants@epa.ohio.gov

- XXVIII. Grant Funds Not Expended:** If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

[The rest of this page was left intentionally blank]

Ohio Environmental Protection Agency

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Warren County Franklin Area PWS

Award: \$9,100.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:


* 
Signature of Grantee's Authorizing Agent

10-15-24
Date

David G. Young, President
Name and Title of Authorizing Agent
(Please Print)

Amy J. Klei, for Director Vogel
Chief DDAGW
Ohio EPA

Date

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney



**Equipment Grant
Application and Guidelines**

**Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Phone: 614-644-2752**

Website: <http://epa.ohio.gov/ddagw/>

Email: DDAGW.Grants@epa.ohio.gov

TABLE OF CONTENTS

I.	Introduction	iii
II.	Grant Application Guidelines	iii
	a. Deadlines and Review Dates	iii
	b. Eligibility	iii
	c. Grant Amounts and Project Duration	iii
	d. Equipment, Supplies and Training	iii
	e. Assistance with Applications	iv
	f. Application Submittal	iv
	g. Review of Applications	v
	h. Grant Award Process.....	v
III.	Application	1
	Section 1. Contact Information for Applicant	1
	Section 2. Applicant Certification Statement	3
	Section 3. Equipment and Training Data.....	5
	Section 4. Equipment Use Description	6

I. Introduction

With the implementation of asset management program requirements for all public water systems, a need has been identified for valve exercising, leak detection and meter accuracy testing equipment. Grants are being offered to reimburse the initial cost of valve exercising, leak detection and meter accuracy testing equipment. The purpose of these grants is to help public water systems increase their technical capacity to provide a continuous source of safe drinking water.

This grant opportunity is made possible by Governor Mike DeWine's H2Ohio Initiative. H2Ohio is a comprehensive and data-driven approach to reduce harmful algal blooms, improve wastewater, and water infrastructure, and prevent lead contamination.

II. Grant Application Guidelines

a. DEADLINES AND REVIEW DATES

Applications will be accepted beginning on December 20, 2022, until January 25, 2023.

Grant applications will be reviewed by Ohio EPA and applicants will be notified within 90 days from the close of the application of the award determination. If Ohio EPA has additional funding after the initial application period, a second application period will be announced.

b. ELIGIBILITY

Ohio community public water systems that need equipment for valve exercising, leak detection, or meter accuracy testing are eligible to apply. Equipment obtained under the grant must be used for the purchase of equipment necessary to exercise distribution system valves and perform leak detection in the distribution system.

Where applicable, the public water system must also comply with Ohio ethics laws and conflict of interest laws; the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et. seq.); state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111); and the PWS Authorizing Agent/owner or spouse, as applicable under ORC 3517.13(I) or ORC 3517.13(J), has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.

c. ELIBIBLE EQUIPMENT & SUPPLIES AND TRAINING

Equipment obtained under the grant must be used for to exercise distribution system valves, perform leak detection in the distribution system and for meter accuracy testing. The following are examples of equipment that are eligible under this grant:

- Valve exercising equipment
- Clamp on flowmeters to check accuracy of meters

- Pressure loggers
- Pitot Tube kits to measure hydrant flow and perform hydrant condition assessment
- Amplified Listening Device to detect leaks in the distribution system.
- Metal pipe locator
- Training on the use of the above equipment.

d. GRANT AMOUNTS AND PROJECT DURATION

Grants may be requested for equipment, supplies and training in an amount not to exceed \$10,000. Grants may only be requested for equipment, supplies and training obtained on or after a fully executed grant agreement is in place. Please **round off all requests to the nearest dollar amount**. Equipment supplies and training must be obtained, and reimbursement requested must be submitted within **6 months** of the date on Ohio EPA's grant agreement, unless an extension is granted in writing from Ohio EPA.

e. ASSISTANCE WITH APPLICATIONS

Please direct all inquiries to Sean Stephenson by email at DDAGW.Grants@epa.ohio.gov. Please include "Public Water System Equipment Grant" in the subject line.

f. APPLICATION SUBMITTAL

Application materials may be submitted in hard copy (paper) to the address on the cover of these guidelines or e-mailed to: DDAGW.Grants@epa.ohio.gov. Electronic submissions must be readable by Microsoft Word 2010 or newer software (for text, tables, and related materials) and Microsoft Excel 2010 or newer software (for spreadsheets). If you do not receive confirmation within two business days that your application has been received, please call the Division of Drinking and Ground Waters.

Applicants submitting their proposals on paper must provide **one** original of the application package, including an original signature from the System Owner or Authorized Agent (preferably in blue ink). The original may be single-sided or double sided. The application should be stapled in the upper left-hand corner. Please do not otherwise bind. Do not include cover letters, blank pages, dividers, or a table of contents. Fax submittals will not be accepted.

By mail:
Ohio EPA
Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
(614) 644-2752

g. GRANT AWARD PROCESS

Equipment supplies and training must be obtained, and reimbursement requested within 6 months of the date on Ohio EPA's grant agreement unless an extension is granted in writing from Ohio EPA.

A grant award letter will be sent to all applicants along with a grant agreement. The grant agreement will need to be signed by the Owner or Authorized Agent and returned. The Director of Ohio EPA will review and sign the agreement. This fully executed agreement will be returned and at this time equipment purchases can be made. The grant award letter and agreement will specify the award amount and provide instructions for obtaining reimbursement and completing the closeout report.

Upon receipt of a grant award letter and agreement the applicant will have six months from that date to purchase the equipment, supplies and training specified in their application including proof of purchase (receipts). An extension may be requested.

Applicants who are not awarded funding will be notified by email.

| |
| |
| |



Public Water System Equipment Grant Application

For Office Use Only:

Application Number: _____ Date Received: _____

Section 1. Contact Information for Applicant

Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	Warren County Water and Sewer Dept
b. PWS Identification Number (PWSID):	8301603
b. Federal Employer Identification Number (EIN):	31-6000058
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. County:	Warren
h. Authorizing Agent:	Christopher Brausch
i. Authorizing Agent Phone Number:	513-695-1193
j. Authorizing Agent Email Address:	chris.brausch@co.warren.oh.us

Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).

a. Project Director (Primary Contact):	Christopher Brausch
b. Title:	Sanitary Engineer
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1193
h. Fax:	513-695-2995
i. Email Address:	chris.brausch@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	Jeff Byrd: Distribution Supervisor:513-695-1648;jbyrdwcv@outlook.com,
k. Person performing analysis if different from above:	
l. Title:	
m. Phone:	
n. Email Address:	

Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)

a. Fiscal Agent:	Michael Zeiher
b. Title:	Director of Fiscal Operations
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1642
h. Fax:	513-695-2995
i. Email Address:	michael.zeiher@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	

Section 2. Applicant Certification Statement

Instructions: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature, or certification will be required from those applicants when a grant contract is sent out for signature.

Statement of Certification

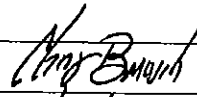
I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (*inter alia*):

- The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- The equipment purchased under this Program is owned and operated by the applicant public water system.
- The applicant will maintain the equipment for a minimum period of four years from the date of purchase. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years.
- The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- The applicant has received approval from its governing body, to apply and make use of the funding under this program.
- The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state

ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

Table 2-1. Applicant Certification Signature

a. Signature of Authorizing Agent:	
b. Date:	1/24/2023
c. Name (typed):	Christopher Brausch
d. Title or relationship to applicant organization:	Sanitary Engineer
e. Name of Public Water System	Warren County Water and Sewer Dept

Section 3. Equipment and Training

Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment & Training (Manufacturer, Model & Description)	Number	Unit Cost	Cost (number x unit cost)
Equipment and Supplies			
a. AFC SEMPER BPM Impulse Kit	2	\$345.00	\$690.00
b. Setup FEE / Equipment	2	\$795.00	\$1590.00
c. Remote Monitor Subscription	2	\$300.00	\$600.00
Training			
d.			
e.			
f. Total Cost			\$9100.00

Section 4. Equipment Use Description

Please provide a description of how the equipment planned to be purchased under the grant will be used and maintained.

The Pressure Loggers would allow us to log pressure in our system in real time and would be able to attached these units to areas that are not on our SCADA system.

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the "Effective Date" by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the Warren County Pennyroyal Area PWS (PWS), its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Drinking Water Distribution Equipment Grant**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. **WHEREAS** ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee's Distribution Management Equipment Grant Application** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, "Eligible Project/Program Costs" may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$9,100.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

Ohio Environmental Protection Agency

- I. **Grant Award.** The **Director** hereby awards to the **Grantee** a Grant not to exceed **\$9,100.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "**Exhibit 1**" for the **Work Activities** for eligible expenditures for the project/ program activities related to the purchase of equipment the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid after the DATE award notice are eligible for reimbursement. Any grant-related purchases made prior to the effective date of the grant agreement shall be incurred at Grantee's risk, and Grantor shall not be obligated to reimburse any purchases made prior to the effective date of the grant agreement should the grant funding no longer be available.

- A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "**Exhibit 1**" and fully incorporated herein.
- D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit 1**" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
- E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.
- II. **Grant Method of Disbursement and Release of Fund.** The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

Ohio Environmental Protection Agency

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee must submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the DATE award notice.
 - B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
 - C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
 - D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **\$9,100.00**.
 - E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.
- III. Changes to Project or Method of Disbursement.** Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.
- IV. Grantee's Representations.** Grantee agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.
- V. Nondiscrimination.** The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color,

Ohio Environmental Protection Agency

religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- I. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- II. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- III. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IV. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- V. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement,

Ohio Environmental Protection Agency

including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.

- VII.** It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- VIII. Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
- IX. Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.
- X. Project Phase and Fiscal Reports.**

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the future use of the equipment.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

XI. Final Reports.

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of

Ohio Environmental Protection Agency

the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics on the use of the equipment purchased.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall:

(i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's** fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

- XII. Grantor Right to Audit.** Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XIII. Records.** **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.
- XIV.** The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XV.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XVI.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee**

Ohio Environmental Protection Agency

understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

- XVII.** The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XVIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.
- XIX.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the DATE notice of award, however any grant-related expenditures made prior to the effective date of the Grant Agreement shall be made at Grantee's risk.
- XX.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXI.** **Indemnity.** To the extent permitted under ORC 5705.44, Grantee agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the Project/Program, including any acts or omissions of Grantee. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by Grantee in carrying out the activities pursuant to this Agreement.

Ohio Environmental Protection Agency

- XXII. Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIV. Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
- XXV.** The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.
- XXVI. Termination.** Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of

Ohio Environmental Protection Agency

the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty- five (45) days of **project/program** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

- XXVII. Notices.** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Grants Team, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW.Grants@epa.ohio.gov

- XXVIII. Grant Funds Not Expended:** If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

[The rest of this page was left intentionally blank]

Ohio Environmental Protection Agency

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Warren County Pennyroyal Area PWS

Award: \$9,100.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

* 
Signature of Grantee's Authorizing Agent


10-15-24
Date

David G. Young, President
Name and Title of Authorizing Agent
(Please Print)

Amy J. Klei, for Director Vogel
Chief DDAGW
Ohio EPA

Date

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney



**Equipment Grant
Application and Guidelines**

**Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Phone: 614-644-2752**

Website: <http://epa.ohio.gov/ddagw/>

Email: DDAGW.Grants@epa.ohio.gov

TABLE OF CONTENTS

I.	Introduction	iii
II.	Grant Application Guidelines	iii
	a. Deadlines and Review Dates	iii
	b. Eligibility	iii
	c. Grant Amounts and Project Duration	iii
	d. Equipment, Supplies and Training	iii
	e. Assistance w/ Applications	iv
	f. Application Submittal	iv
	g. Review of Applications	v
	h. Grant Award Process.....	v
III.	Application	1
	Section 1. Contact Information for Applicant	1
	Section 2. Applicant Certification Statement	3
	Section 3. Equipment and Training Data.....	5
	Section 4. Equipment Use Description	6

I. Introduction

With the implementation of asset management program requirements for all public water systems, a need has been identified for valve exercising, leak detection and meter accuracy testing equipment. Grants are being offered to reimburse the initial cost of valve exercising, leak detection and meter accuracy testing equipment. The purpose of these grants is to help public water systems increase their technical capacity to provide a continuous source of safe drinking water.

This grant opportunity is made possible by Governor Mike DeWine's H2Ohio initiative. H2Ohio is a comprehensive and data-driven approach to reduce harmful algal blooms, improve wastewater, and water infrastructure, and prevent lead contamination.

II. Grant Application Guidelines

a. DEADLINES AND REVIEW DATES

Applications will be accepted beginning on December 20, 2022, until January 25, 2023.

Grant applications will be reviewed by Ohio EPA and applicants will be notified within 90 days from the close of the application of the award determination. If Ohio EPA has additional funding after the initial application period, a second application period will be announced.

b. ELIGIBILITY

Ohio community public water systems that need equipment for valve exercising, leak detection, or meter accuracy testing are eligible to apply. Equipment obtained under the grant must be used for the purchase of equipment necessary to exercise distribution system valves and perform leak detection in the distribution system.

Where applicable, the public water system must also comply with Ohio ethics laws and conflict of interest laws; the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et. seq.); state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111); and the PWS Authorizing Agent/owner or spouse, as applicable under ORC 3517.13(I) or ORC 3517.13(J), has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.

c. ELIBIBLE EQUIPMENT & SUPPLIES AND TRAINING

Equipment obtained under the grant must be used for to exercise distribution system valves, perform leak detection in the distribution system and for meter accuracy testing. The following are examples of equipment that are eligible under this grant:

- Valve exercising equipment
- Clamp on flowmeters to check accuracy of meters

- Pressure loggers
- Pitot Tube kits to measure hydrant flow and perform hydrant condition assessment
- Amplified Listening Device to detect leaks in the distribution system.
- Metal pipe locator
- Training on the use of the above equipment.

d. GRANT AMOUNTS AND PROJECT DURATION

Grants may be requested for equipment, supplies and training in an amount not to exceed \$10,000. Grants may only be requested for equipment, supplies and training obtained on or after a fully executed grant agreement is in place. Please **round off all requests to the nearest dollar amount**. Equipment supplies and training must be obtained, and reimbursement requested must be submitted within **6 months** of the date on Ohio EPA's grant agreement, unless an extension is granted in writing from Ohio EPA.

e. ASSISTANCE WITH APPLICATIONS

Please direct all inquiries to Sean Stephenson by email at DDAGW.Grants@epa.ohio.gov. Please include "Public Water System Equipment Grant" in the subject line.

f. APPLICATION SUBMITTAL

Application materials may be submitted in hard copy (paper) to the address on the cover of these guidelines or e-mailed to: DDAGW.Grants@epa.ohio.gov. Electronic submissions must be readable by Microsoft Word 2010 or newer software (for text, tables, and related materials) and Microsoft Excel 2010 or newer software (for spreadsheets). If you do not receive confirmation within two business days that your application has been received, please call the Division of Drinking and Ground Waters.

Applicants submitting their proposals on paper must provide **one** original of the application package, including an original signature from the System Owner or Authorized Agent (preferably in blue ink). The original may be single-sided or double sided. The application should be stapled in the upper left-hand corner. Please do not otherwise bind. Do not include cover letters, blank pages, dividers, or a table of contents. Fax submittals will not be accepted.

By mail:
Ohio EPA
Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
(614) 644-2752

g. GRANT AWARD PROCESS

Equipment supplies and training must be obtained, and reimbursement requested within 6 months of the date on Ohio EPA's grant agreement unless an extension is granted in writing from Ohio EPA.

A grant award letter will be sent to all applicants along with a grant agreement. The grant agreement will need to be signed by the Owner or Authorized Agent and returned. The Director of Ohio EPA will review and sign the agreement. This fully executed agreement will be returned and at this time equipment purchases can be made. The grant award letter and agreement will specify the award amount and provide instructions for obtaining reimbursement and completing the closeout report.

Upon receipt of a grant award letter and agreement the applicant will have six months from that date to purchase the equipment, supplies and training specified in their application including proof of purchase (receipts). An extension may be requested.

Applicants who are not awarded funding will be notified by email.



Public Water System Equipment
Grant Application

For Office Use Only:

Application Number: _____ Date Received: _____

Section 1. Contact Information for Applicant

Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	Warren County Water and Sewer Dept
b. PWS Identification Number (PWSID):	8301803
b. Federal Employer Identification Number (EIN):	31-6000058
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. County:	Warren
h. Authorizing Agent:	Christopher Brausch
i. Authorizing Agent Phone Number:	513-695-1193
j. Authorizing Agent Email Address:	chris.brausch@co.warren.oh.us

Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).

a. Project Director (Primary Contact):	Christopher Brausch
b. Title:	Sanitary Engineer
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1193
h. Fax:	513-695-2995
i. Email Address:	chris.brausch@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	Jeff Byrd: Distribution Supervisor; 513-695-1648; jbyrdw@outlook.com,
k. Person performing analysis if different from above:	
l. Title:	
m. Phone:	
n. Email Address:	

Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)

a. Fiscal Agent:	Michael Zeiher
b. Title:	Director of Fiscal Operations
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1642
h. Fax:	513-695-2995
i. Email Address:	michael.zeiher@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	

Section 2. Applicant Certification Statement

Instructions: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature, or certification will be required from those applicants when a grant contract is sent out for signature.

Statement of Certification

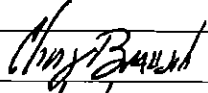
I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (*inter alia*):

- The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- The equipment purchased under this Program is owned and operated by the applicant public water system.
- The applicant will maintain the equipment for a minimum period of four years from the date of purchase. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years.
- The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- The applicant has received approval from its governing body, to apply and make use of the funding under this program.
- The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state

ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

Table 2-1. Applicant Certification Signature

a. Signature of Authorizing Agent:	
b. Date:	1/24/2023
c. Name (typed):	Christopher Brausch
d. Title or relationship to applicant organization:	Sanitary Engineer
e. Name of Public Water System	Warren County Water and Sewer Dept

Section 3. Equipment and Training

Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment & Training (Manufacturer, Model & Description)	Number	Unit Cost	Cost (number x unit cost)
Equipment and Supplies			
a. AFC Semper RPM Impulse Kit	2	\$2455.00	\$4910.00
b. Setup fee / Equipment	2	\$754.00	\$1508.00
c. Remote Monitor Subscription	2	\$300.00	600.00
Training			
d.			
e.			
f. Total Cost			9100.00

Section 4. Equipment Use Description

Please provide a description of how the equipment planned to be purchased under the grant will be used and maintained.

The Pressure Loggers would allow us to log pressure in our system in real time and would be able to attached these units to areas that are not on our SCADA system.

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the "Effective Date" by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the Warren County Richard Renneker PWS (PWS), its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Drinking Water Distribution Equipment Grant**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. **WHEREAS** ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee's Distribution Management Equipment Grant Application** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, "Eligible Project/Program Costs" may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$10,000.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

Ohio Environmental Protection Agency

- I. **Grant Award.** The **Director** hereby awards to the **Grantee** a Grant not to exceed **\$10,000.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "**Exhibit 1**" for the **Work Activities** for eligible expenditures for the project/ program activities related to the purchase of equipment the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid after the DATE award notice are eligible for reimbursement. Any grant-related purchases made prior to the effective date of the grant agreement shall be incurred at Grantee's risk, and Grantor shall not be obligated to reimburse any purchases made prior to the effective date of the grant agreement should the grant funding no longer be available.

- A. (**Grantor**) On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- B. (**Grantee's Project Director**) The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- C. (**Scope of Work**) The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "**Exhibit 1**" and fully incorporated herein.
- D. (**Adherence to Budget**) The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit 1**" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
- E. (**Project Period**) The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.
- II. **Grant Method of Disbursement and Release of Fund.** The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

Ohio Environmental Protection Agency

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee must submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the DATE award notice.
 - B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
 - C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
 - D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **\$10,000.00**.
 - E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.
- III. Changes to Project or Method of Disbursement.** Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.
- IV. Grantee's Representations.** Grantee agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.
- V. Nondiscrimination.** The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color,

Ohio Environmental Protection Agency

religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- I. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- II. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- III. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IV. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- V. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement,

Ohio Environmental Protection Agency

including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.

- VII.** It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- VIII. Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
- IX. Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.
- X. Project Phase and Fiscal Reports.**

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the future use of the equipment.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

XI. Final Reports.

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of

Ohio Environmental Protection Agency

the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics on the use of the equipment purchased.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall:

(i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's** fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

- XII. Grantor Right to Audit.** Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XIII. Records.** **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.
- XIV.** The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XV.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XVI.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee**

Ohio Environmental Protection Agency

understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

- XVII.** The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XVIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.
- XIX.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the DATE notice of award, however any grant- related expenditures made prior to the effective date of the Grant Agreement shall be made at Grantee's risk.
- XX.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXI.** **Indemnity.** To the extent permitted under ORC 5705.44, Grantee agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the Project/Program, including any acts or omissions of Grantee. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by Grantee in carrying out the activities pursuant to this Agreement.

Ohio Environmental Protection Agency

- XXII. Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIV. Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
- XXV.** The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.
- XXVI. Termination.** Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of

Ohio Environmental Protection Agency

the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty- five (45) days of **project/program** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

- XXVII. Notices.** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Grants Team, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW.Grants@epa.ohio.gov

- XXVIII. Grant Funds Not Expended:** If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

[The rest of this page was left intentionally blank]

Ohio Environmental Protection Agency

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Warren County Richard Renneker PWS

Award: \$10,000.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

* 

Signature of Grantee's Authorizing Agent

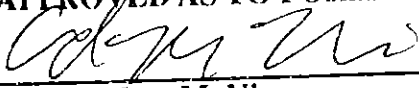
10-15-24
Date

David G Young, President
Name and Title of Authorizing Agent
(Please Print)

Amy J. Klei, for Director Vogel
Chief DDAGW
Ohio EPA

Date

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney



**Equipment Grant
Application and Guidelines**

**Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Phone: 614-644-2752**

Website: <http://epa.ohio.gov/ddagw/>

Email: DDAGW.Grants@epa.ohio.gov

TABLE OF CONTENTS

I.	Introduction	iii
II.	Grant Application Guidelines	iii
	a. Deadlines and Review Dates	iii
	b. Eligibility	iii
	c. Grant Amounts and Project Duration	iii
	d. Equipment, Supplies and Training	iii
	e. Assistance with Applications	iv
	f. Application Submittal	iv
	g. Review of Applications	v
	h. Grant Award Process.....	v
III.	Application	1
	Section 1. Contact Information for Applicant	1
	Section 2. Applicant Certification Statement	3
	Section 3. Equipment and Training Data.....	5
	Section 4. Equipment Use Description	6

I. Introduction

With the implementation of asset management program requirements for all public water systems, a need has been identified for valve exercising, leak detection and meter accuracy testing equipment. Grants are being offered to reimburse the initial cost of valve exercising, leak detection and meter accuracy testing equipment. The purpose of these grants is to help public water systems increase their technical capacity to provide a continuous source of safe drinking water.

This grant opportunity is made possible by Governor Mike DeWine's H2Ohio initiative. H2Ohio is a comprehensive and data-driven approach to reduce harmful algal blooms, improve wastewater, and water infrastructure, and prevent lead contamination.

II. Grant Application Guidelines

a. DEADLINES AND REVIEW DATES

Applications will be accepted beginning on December 20, 2022, until January 25, 2023.

Grant applications will be reviewed by Ohio EPA and applicants will be notified within 90 days from the close of the application of the award determination. If Ohio EPA has additional funding after the initial application period, a second application period will be announced.

b. ELIGIBILITY

Ohio community public water systems that need equipment for valve exercising, leak detection, or meter accuracy testing are eligible to apply. Equipment obtained under the grant must be used for the purchase of equipment necessary to exercise distribution system valves and perform leak detection in the distribution system.

Where applicable, the public water system must also comply with Ohio ethics laws and conflict of interest laws; the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et. seq.); state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111); and the PWS Authorizing Agent/owner or spouse, as applicable under ORC 3517.13(I) or ORC 3517.13(J), has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.

c. ELIBIBLE EQUIPMENT & SUPPLIES AND TRAINING

Equipment obtained under the grant must be used for to exercise distribution system valves, perform leak detection in the distribution system and for meter accuracy testing. The following are examples of equipment that are eligible under this grant:

- Valve exercising equipment
- Clamp on flowmeters to check accuracy of meters

- Pressure loggers
- Pitot Tube kits to measure hydrant flow and perform hydrant condition assessment
- Amplified Listening Device to detect leaks in the distribution system.
- Metal pipe locator
- Training on the use of the above equipment.

d. GRANT AMOUNTS AND PROJECT DURATION

Grants may be requested for equipment, supplies and training in an amount not to exceed \$10,000. Grants may only be requested for equipment, supplies and training obtained on or after a fully executed grant agreement is in place. Please **round off all requests to the nearest dollar amount**. Equipment supplies and training must be obtained, and reimbursement requested must be submitted within **6 months** of the date on Ohio EPA's grant agreement, unless an extension is granted in writing from Ohio EPA.

e. ASSISTANCE WITH APPLICATIONS

Please direct all inquiries to Sean Stephenson by email at DDAGW.Grants@epa.ohio.gov. Please include "Public Water System Equipment Grant" in the subject line.

f. APPLICATION SUBMITTAL

Application materials may be submitted in hard copy (paper) to the address on the cover of these guidelines or e-mailed to: DDAGW.Grants@epa.ohio.gov. Electronic submissions must be readable by Microsoft Word 2010 or newer software (for text, tables, and related materials) and Microsoft Excel 2010 or newer software (for spreadsheets). If you do not receive confirmation within two business days that your application has been received, please call the Division of Drinking and Ground Waters.

Applicants submitting their proposals on paper must provide **one** original of the application package, including an original signature from the System Owner or Authorized Agent (preferably in blue ink). The original may be single-sided or double sided. The application should be stapled in the upper left-hand corner. Please do not otherwise bind. Do not include cover letters, blank pages, dividers, or a table of contents. Fax submittals will not be accepted.

By mail:
Ohio EPA
Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
(614) 644-2752

g. GRANT AWARD PROCESS

Equipment supplies and training must be obtained, and reimbursement requested within 6 months of the date on Ohio EPA's grant agreement unless an extension is granted in writing from Ohio EPA.

A grant award letter will be sent to all applicants along with a grant agreement. The grant agreement will need to be signed by the Owner or Authorized Agent and returned. The Director of Ohio EPA will review and sign the agreement. This fully executed agreement will be returned and at this time equipment purchases can be made. The grant award letter and agreement will specify the award amount and provide instructions for obtaining reimbursement and completing the closeout report.

Upon receipt of a grant award letter and agreement the applicant will have six months from that date to purchase the equipment, supplies and training specified in their application including proof of purchase (receipts). An extension may be requested.

Applicants who are not awarded funding will be notified by email.



Public Water System Equipment Grant Application

For Office Use Only:

Application Number: _____ Date Received: _____

Section 1. Contact Information for Applicant

Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	Warren County Water and Sewer Dept
b. PWS Identification Number (PWSID):	8301512
b. Federal Employer Identification Number (EIN):	31-6000058
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. County:	Warren
h. Authorizing Agent:	Christopher Brausch
i. Authorizing Agent Phone Number:	513-695-1193
j. Authorizing Agent Email Address:	chris.brausch@co.warren.oh.us

Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).

a. Project Director (Primary Contact):	Christopher Brausch
b. Title:	Sanitary Engineer
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1193
h. Fax:	513-695-2995
i. Email Address:	chris.brausch@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	Jeff Byrd: Distribution Supervisor:513-695-1648:jbyrdwcw@oulook.com,
k. Person performing analysis if different from above:	
l. Title:	
m. Phone:	
n. Email Address:	

Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)

a. Fiscal Agent:	Michael Zeiher
b. Title:	Director of Fiscal Operations
c. Street Address:	406 Justice Dr
d. City:	Lebanon
e. State:	Ohio
f. Zip Code:	45036
g. Phone:	513-695-1642
h. Fax:	513-695-2995
i. Email Address:	michael.zeiher@co.warren.oh.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	

Section 2. Applicant Certification Statement

Instructions: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature, or certification will be required from those applicants when a grant contract is sent out for signature.

Statement of Certification


I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (*inter alia*):

- The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- The equipment purchased under this Program is owned and operated by the applicant public water system.
- The applicant will maintain the equipment for a minimum period of four years from the date of purchase. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years.
- The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- The applicant has received approval from its governing body, to apply and make use of the funding under this program.
- The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state

ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

Table 2-1. Applicant Certification Signature

a. Signature of Authorizing Agent:	
b. Date:	1/24/2023
c. Name (typed):	Christopher Brausch
d. Title or relationship to applicant organization:	Sanitary Engineer
e. Name of Public Water System	Warren County Water and Sewer Dept

Section 3. Equipment and Training

Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment & Training (Manufacturer, Model & Description)	Number	Unit Cost	Cost (number x unit cost)
Equipment and Supplies			
a. Sewerin:SeCorrPhonAC200-PlusKit	1	19844.00	19844.00
b.			
c.			
Training			
d. -			
e.			
f. Total Cost			19844.00

Section 4. Equipment Use Description

Please provide a description of how the equipment planned to be purchased under the grant will be used and maintained.

Our department currently has 5 water systems and over 700 miles of water line. Some of our waterlines are over 70 years old.. This item will help reduce the amount of time spent searching, and subsequently prevent exploratory digging in order to locate leaks. This reduction of exploratory digging will greatly decrease our personnel hours and the additional cost of repairs

Resolution

Number 24-1371

Adopted Date October 15, 2024

AUTHORIZING AMENDMENT NO. 1 TO THE MASTER SERVICE AGREEMENT WITH RA CONSULTANTS, LLC, A GONZALEZ COMPANY FOR THE GREAT MIAMI RIVER WATERLINE CROSSING PROJECT

WHEREAS, pursuant to Resolution #24-0922, adopted July 16, 2024, this Board entered into a Master Service Agreement for Professional Consulting Services with RA Consultants, LLC (NKA RA Consultants, LLC, a Gonzalez Company) for professional engineering and survey services on an as-needed basis; and

WHEREAS, the Water and Sewer Department requested proposals for the design of a waterline crossing the Great Miami River from firms with active master service agreements; and

WHEREAS, the Water and Sewer Department reviewed and ranked the proposals in accordance with the process outlined in the original Request for Qualifications and the Master Service Agreement; and

WHEREAS, the RA Consultants, LLC, a Gonzalez Company was the top ranked firm; and

WHEREAS, it is the desire of this Board to amend said Master Service Agreement to allow for professional engineering services including the preparation of construction drawings, contract documents, and surveying services for the Great Miami River Waterline Crossing project.

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 to the Master Service Agreement with RA Consultants, LLC, a Gonzalez Company; as attached hereto and made part hereof; and

BE IT FURTHER RESOLVED, to approve Amendment No. 1 issuing a purchase order to RA Consultants, LLC, a Gonzalez Company in the amount of \$219,633.00.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc:

C/A—RA Consultants LLC
Water/Sewer (file)
Project File

**AMENDMENT NO. 1
MASTER SERVICE AGREEMENT**

THIS AMENDMENT NO. 1, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "County") and RA CONSULTANTS, LLC, A GONZALEZ COMPANY, 1750 S. Brentwood Blvd., Suite 700, Saint Louis, Missouri 63144 (hereinafter called the "Consultant").

WHEREAS, the County and the Consultant entered into a Master Service Agreement on July 16, 2024 for professional engineering and survey services on an as-needed bases; and

WHEREAS, it is the desire of this Board to amend said Master Service Agreement to allow for professional services including the preparation of construction drawings, contract documents, and surveying services for the Great Miami River Waterline Crossing project; and

NOW, THEREFORE, IT IS AGREED by and between the County and the Consultant that the Project Agreement is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the Consultant's proposal dated March 2024, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The County shall supply the following data/additional services to the Consultant:

1. Provide full information as to the requirements of the project.
2. Assist Consultant by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the Consultant.

SCHEDULE

The Consultant's additional services shall commence upon the execution of this Amendment by both the Consultant and the County. All services shall be completed by August 31, 2026.

COMPENSATION

1. The Consultant's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the Consultant, in accordance with the July 16, 2024 Agreement.
2. Based on the scope of services as described in the Consultant's proposal dated March 2024, total compensation for all additional services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$219,633.00.
3. Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

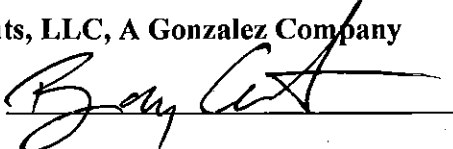
TERMS & CONDITIONS

Except as provided herein, the July 16, 2024 Master Service Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the July 16, 2024 Master Service Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]

CONSULTANT:

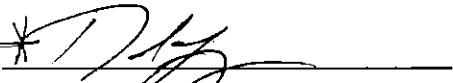
IN EXECUTION WHEREOF, RA Consultants, LLC, A Gonzalez Company has caused this Agreement to be executed by Barry Grant, its President, on the date stated below, pursuant to a corporate resolution, authorizing the same.

RA Consultants, LLC, A Gonzalez Company
SIGNATURE: 
NAME: Barry Grant
TITLE: President
DATE: 10/1/24

COUNTY:


IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by David G. Young, its President on the date stated below, pursuant to Board Resolution No. 24-1371, dated 10-15-24.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: 
NAME: David G Young
TITLE: President
DATE: 10-15-24

Approved as to form:

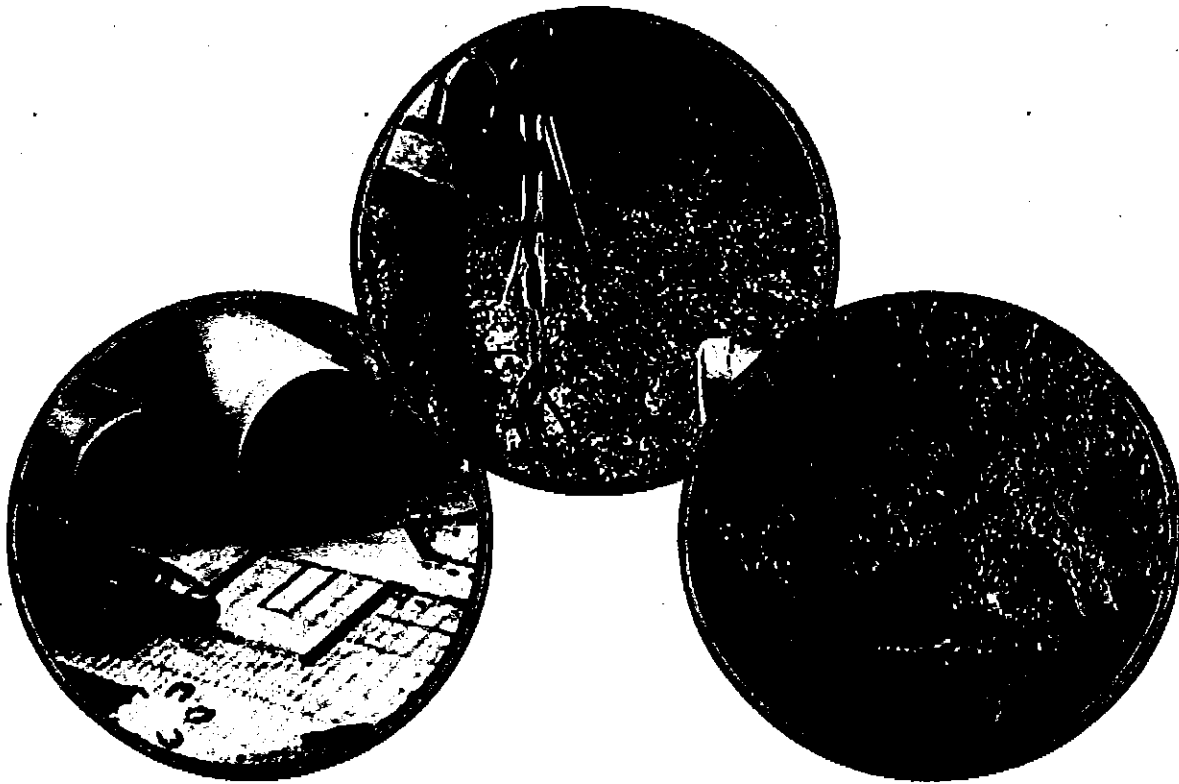
DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Adam Nice, Asst. Prosecutor



March 2024

**Warren County
Board of Commissioners**



Proposal for:

Great Miami River Water Line Crossing



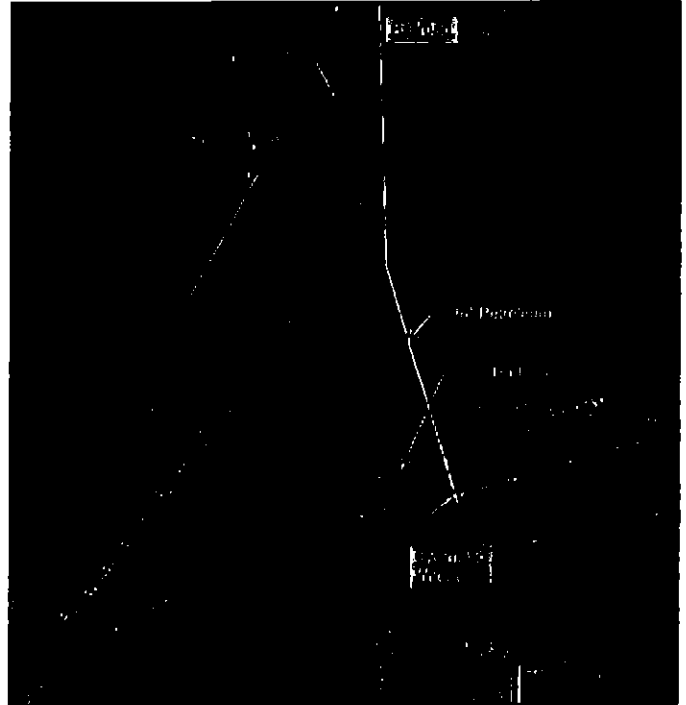
PROJECT APPROACH - GREAT MIAMI RIVER WATERLINE CROSSING

FAMILIARITY AND UNDERSTANDING OF PROJECT

Warren County made a strong commitment to self-reliance in pursuing a water main river crossing that would improve redundancy and reliability for its North Wellfield. The planned 30-inch river crossing pipe will ensure service and dependability for Warren County's water treatment and distribution to its 16,000 customers. At an important level, we understand that the flow needs to transfer from the Warren County North Wellfield across the Great Miami River and State Route 73, but RA is excited to partner with Warren County in reviewing, developing, and delivering a specific design that will enhance a future commitment to its customers.

TECHNICAL APPROACH

We have reviewed in detail the RFQ, available GIS data, and record information in concert with site visits and note that the approach to this project is not to look at it as a simple water main design project, but rather to see it as a **conflict management** exercise with the water main design being driven by a path of least resistance. Resisting forces include permitting hurdles in crossing the river and environmentally sensitive areas, major roadways, locations with difficult terrain, nearby utilities, and the railroad. To best tackle this extensive analysis, we find it is best to evaluate two alignments and three construction methods that can be more easily compared and examined. Options 1 and 2 portrayed in the exhibit to the right will be referenced throughout our approach discussion.



Great Miami River and State Route 73 Crossing

At its basics, the greatest obstacles to this project are the proximity of the Great Miami River, Conrail railroad, and S.R. 73 within a confined corridor that is bounded by a 36-inch petroleum line. We have contemplated two options in considering the best means to cross these obstacles. RA is familiar with this project area as we have designed for the County during the Riviera Drive WM Extension project as a part of the County's Membrane Softening Project. Option 1 is west of the existing river crossing pipe while the second option is east. Each option has different construction methods that will be discussed. Our approach will focus on the route to cross river, railroad, and road as well as the construction methods.

Option 1 - 30-inch water main crossing west of the existing river pipe

This alignment parallels the existing water main that crosses under the river. The 30-inch proposed pipe will connect to a main line in the wellfield which sits on property belonging to the Miami Conservancy District (MCD). RA has coordinated with MCD on several river crossing projects. The north connection point for the 30-inch main will be determined during the design phase by discussing the County's desired level of redundancy. The pipe will cross under the river between the third span south of the northern railroad abutment. A critical step during survey and design is determining official river ownership. Coordination with the railroad owner, Conrail, must occur to determine what specifications apply. If the railroad owns the section of river below the railroad bridge, their requirements will be crucial in determining if and how the water main may cross. RA has coordinated with railroad companies in the past for survey access as well as installing a main parallel to a railroad. Finally, the pipe will connect to the existing water main that runs parallel to S.R. 73. Depending on the exact connection point into the existing main, it might require coordination with a property owner, KM & G Real Estate Holdings, LLC.

Construction Methods

1a: Horizontal Directional Drilling (HDD): This method could be considered if it meets the Conrail pipeline crossing guidelines that specify the required cover and materials, there is sufficient space for staging, and the subsurface conditions are verified to be compatible. One option for navigating the limited geometry for equipment includes stationing the drill rig on the north side of the river, but this leaves little room for staging the pipe on the south side. If the drill rig is on the south side of the river, trees would have to be cleared, assuming it is permissible, and the bank area suitable for construction

activities. USFWS would prefer to avoid or minimize tree removal and would require any clearing to occur between October 1 and March 31. There would be plenty of space to stage the pipe north of the river in this case. If there is not enough space for the equipment, extending HDD under S.R. 73 would only be permitted if jack and bore were not possible according to the Ohio Department of Transportation (ODOT). ODOT has 'Limited Access' right-of-way surrounding S.R. 73.

RA will be partnering with Engineering Consulting Services Midwest (ECS) for this pursuit should the County want any geotechnical borings (which are not included in our fee) and they have provided the following geotechnical feedback. The subsurface soils range from silty clay in regions of fine-grained sediments to coarse sand, gravel, or cobbles in areas with shallow bedrock. According to available ODNR geological data, it is estimated that the upper boundary of the bedrock lies **relatively shallow. This upper boundary is positioned around Elevation 600 to 650 feet, corresponding to a depth of fewer than 50 feet beneath the riverbed.** ECS will develop a boring plan for the project area including the potential for a barge-mounted rig. If the study reveals shallow bedrock and cobbles, it may eliminate HDD as an option.

Regulatory considerations still apply when using a trenchless crossing under a river. We have teamed with Coldwater Consulting previously and have included them on our team for this river crossing as well. Nationwide Permit (NWP) 58 - Utility Line Activities for Water and Other Substances would authorize a trenchless crossing of the Great Miami (under Section 10). The 401 Water Quality Certification (WQC) for NWP 58 has been waived, therefore no additional approval would be required from Ohio EPA for the water line crossing.

1b: Open Cut – This construction method could be considered and would be easy to install. RA has historical plans for the existing 30-inch river crossing in the area from our prior Membrane Softening project work with the County. Open cut was the construction method for installation of this crossing. It is evident that the pipe was also jacked and bored underneath S.R. 73. The depth of the railroad pier footers must be determined to confirm this method has enough space for application. If Conrail owns the land directly below the railroad bridge, this method would not be permitted. The main concern with this construction method is environmental permitting, which would add considerable time to the project schedule and increase construction costs. Coldwater Consulting offered the following feedback on open-cut construction. With this crossing method considered, a mussel survey would be required, and the survey season is May 1 to October 1. If an open cut crossing is proposed, In-water work exclusion dates are March 15 – June 30 (fish spawning) unless a waiver is obtained from ODNR. For mussels, this reach of the Great Miami is designated as a Group 2 stream, **meaning Federally listed mussel species are expected.** With this expected potential, the level of effort and cost for mussel surveys will generally increase as well. A rough estimate is at least \$20-25K (these costs are not included in our fee). Nationwide Permit (NWP) 58 - Utility Line Activities for Water and Other Substances could authorize an open cut crossing and temporary construction access, as long as everything is returned to pre-construction contours upon completion and there are no issues with federally listed mussel species. The 401 Water Quality Certification (WQC) for NWP 58 has been waived, therefore no additional approval would be required for the water line crossing. We assume geotechnical borings would be required within the Great Miami River to design the open cut crossing, so Section 10 and 404/401 authorization is required just for the borings. An environmentally permitted alternative to borings is an electrical resistivity survey, which can sense cobbles and bedrock. RA has utilized this method on another project. NWP 6 for Survey Activities includes authorization for temporary pads and core sampling. Within this reach of the Great Miami, an individual WQC may be required because it is in an eligible zone for stream impacts – a QHEI must be conducted, and the stream eligibility determination process must be followed to determine if an individual WQC is required. That permit process would add up to **6 months** for permitting during design.

1c: Jack and Bore – This method could be applied for crossing the river and S.R. 73 or exclusively for crossing S.R. 73. If it is broken up into two segments, the pit elevations could be adjusted to better suit the change in topography. This could be extremely beneficial since the bedrock is shallower than 50 feet from the riverbed. Jack and bore would be permitted by the railroad if the appropriate cover and materials were used. As mentioned above, our initial conversations with ODOT District 8 Transportation Technician verified that S.R. 73 is Limited Access right-of-way, so jack and bore is the only permitted installation method. ODOT requires that the pits must be outside the right-of-way or at least 30 feet from the travel lane. Based on initial investigation, there seems to be enough space south of S.R. 73 for a 30-foot by 50-foot sending pit while maintaining 30 feet from the travel lane. The sending pit for the river crossing would begin north of the river since there is more space and it is not by the road. There is a possibility that the receiving pit could be reused for both segments. Another benefit of using two segments for installation is that the alignment direction can be rotated instead of one straight path which will be heavily dictated by crossing under the railroad bridge. However, having two segments would disrupt the Miami County Park District's Great Miami River Recreation Trail. Another ODOT requirement for boring includes being 10 feet under any guard rail which will most likely be in the pipe's path.

This option is a straight shot, connecting the wellfield under the railroad ballast across the river to the existing main. It would most likely tie-in further east in the wellfield. Again, this would be determined during design based on the redundancy desired. The pipe would cross under the railroad ballast and then under the river. Finally, it would cross S.R. 73 east of North Briel Boulevard near or in the Riviera Drive cul-de-sac. One of the main obstacles to this alignment is Enbridge's 36-inch petroleum line in the vicinity. However, there seems to be enough buffer room, at least 40 feet, which appears to meet Enbridge's encroachment guidelines. The other hurdles primarily impact construction and are discussed below.

Construction Methods

2a: Horizontal Directional Drilling: To cross under the railroad ballast, HDD may be considered if it meets Conrail's specific requirements. Railroads are known to be extremely strict on methods and materials, requiring a casing pipe. Moreover, there may not be enough space for staging. Using HDD to cross the river after passing under the railroad would be challenging due to limited space on both sides of the river and the potential shallow depth of bedrock. The HDD process does not tolerate soil-to-rock transitions. Survey would determine if this method was feasible. Finally, this method could require a significant amount of tree removal.

2b: Open Cut – Most likely, only the river could be open cut as Conrail does not prefer this method, and ODOT will not allow open cutting when jack and bore is possible. The same regulations, permitting, and schedule concerns apply that were mentioned above regarding the extension of construction time as well as the increase in cost.

2c: Jack and Bore – This method is straightforward, but potentially expensive. Crossing under the railroad ballast by jack and bore perpendicularly is Conrail's preferred method. The jack and bore could occur by having the alignment in one, two, or three segments. If the jack and bore is broken into segments, a perpendicular crossing of the railroad could be accommodated. If a pit is added just north of the river, the angle can be rotated for crossing the railroad and the depth of pit adjusted. Adding a pit south of the river would allow for changing the depth of the pipe crossing S.R. 73. This would be beneficial because the Riviera Drive cul-de-sac has a higher elevation. Pits on either side of S.R. 73 must be at least 30 feet from the travel lane or outside the right-of-way per ODOT regulations. There is space south of S.R. 73 in the Riviera Drive cul-de-sac for a 40-foot by 20-foot pit. If a pit were added south of the river and north of S.R. 73, it is likely that this would disrupt the Great Miami River Recreation Trail. Yet, there is enough space for a receiving pit. The concern with doing the entire length in one segment is running into floaters as well as having a deep pit. As mentioned previously, the area could contain cobbles. It would be risky to complete one single jack and bore for the alignment. Moreover, challenges with shallow bedrock may arise. If a bore could be completely performed in rock, that would be acceptable. Lastly, the jack and bore will have to be 10 feet under the guardrail that is just north of Riviera Drive.

Preliminary Routing Conclusions

We look forward to digging deeper into the data, if selected, to consult with Warren County on this project. In general, we believe the eastern alignment is preferable as it is less regulation dense, and quicker construction. Additionally, there could be flexibility for the alignment regarding crossing the railroad. We believe an up-front route study will provide value to the project in exploring the alignment options. Moreover, RA can perform a bathymetric survey to determine the depth of the river which is critical in determining the best construction method.

PERMITTING

Since the water main crosses the Great Miami River (GMR), permitting is a key component to this project. If construction takes place within a defined boundary of the GMR or its tributaries, permits may be required from OEPA, Miami Conservancy District, USACE, and ODNR. ODOT will require a permit since the alignment crosses S.R. 73 in a Limited Access right-of-way section. The Miami County Park District may have requirements since the Great Miami River Recreation Trail is crossed and potentially disturbed. Coordination with Conrail for the railroad crossing will be required. The City of Middletown may have requirements for work on Riviera Drive. We recognize that Warren County will manage permitting beyond the OEPA's PTI, but RA has included Coldwater Consulting on our team to help navigate the unique permitting challenges.

SURVEY AND DESIGN

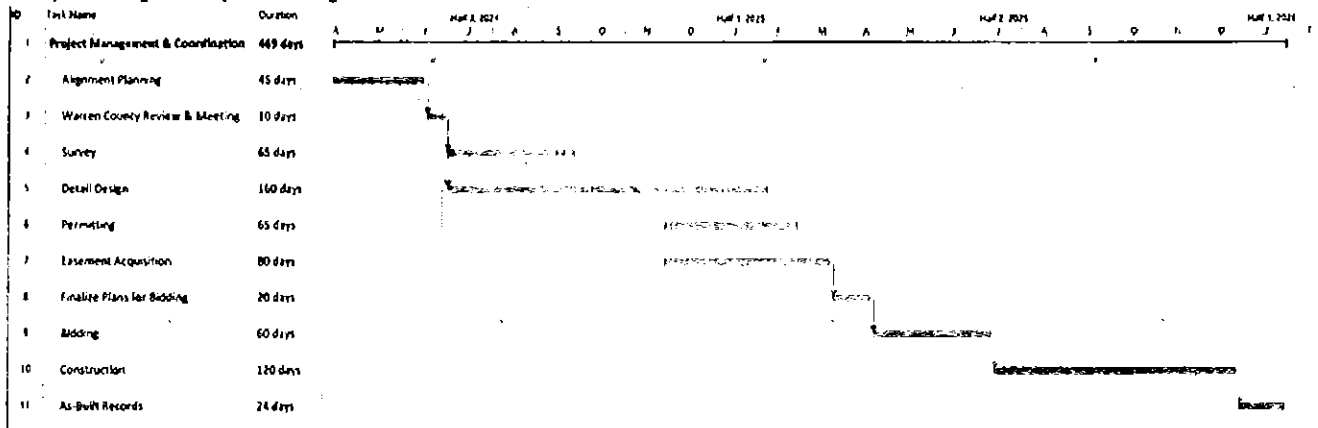
Many survey firms work primarily in the area of site development and subdivision layout - not RA. Our core business is water. We have a proven history of delivering successful project results for public utilities where we are based: Southwest Ohio. We have managed complicated data sets for our clients, and we look forward to more of these opportunities in the future.

Once we obtain field data, our group of engineers, along with WCWS staff, will begin the alignment study process. Our goal is to avoid existing utilities, reduce maintenance of traffic issues, and ensure the selected alignment is optimal for future maintenance.

At each design phase, we will submit plans, a current cost estimate, and any details to WCWS for review. Once WCWS staff has had the opportunity to review the documents, we will coordinate a review meeting to discuss any questions pertaining to our design documents. These review periods are critical to a successful project, as they allow our team to coordinate with WCWS staff on the design of the proposed water main. Additionally, we will also use each milestone as an opportunity to submit plans to utility companies for review per Ohio Revised Code, to ensure we are showing existing utilities accurately. Once we get to the final design phase, we will provide sealed and signed documents for bidding. We strive to provide a cost estimate that most accurately details the project with our final submittal. At RA, our goal is to minimize construction change orders, and our record supports this goal. We take immense pride in providing the highest quality design products available to our clients.

PROPOSED SCHEDULE AND FEE

The RFQ lays out design occurring in 2024 and construction in 2025. We believe that is an achievable goal if easement acquisition and permitting overlap with design.



*This schedule is based on the preferred option. If the study and consultation with the County lead to another option such as open cut, the completion date may be exceeded.

**The only non-agency for this option is Martin Marietta Franklin Plant so it is assumed that the easement acquisition would be expeditious.

	Project Manager	QA/QC	Technical Advisor	Design Lead	Project Engineer	Survey Lead	Survey Support	Field Tech	CAD Support	Labor	Expenses
Task 1 Survey and Basemap						10	40	60	150	\$ 28,505	\$ 2,500
Task 1 Subtotal	0	0	0	0	0	10	40	60	150	\$ 28,505	\$ 2,500
Task 2 Design						0	0	0	110	\$ 146,129	\$ -
Task 2 Subtotal	262	26	10	180	450	0	0	0	110	\$ 146,129	\$ -
Task 4 Construction Services						0	0	0	0	\$ 4,847	\$ -
Task 4 Subtotal	12	0	0	0	24	0	0	0	0	\$ 4,847	\$ -
Total:	274	26	10	180	474	10	40	60	260	\$ 179,481	\$ 2,500
TOTAL LABOR/EXPENSES										\$ 179,481	\$ 2,500
TOTAL FEE										\$ 181,981	
Task 5 Easements (Per Easement Optional - Performed Under Authorization of County)						8	0	0	8	\$ 3,173	\$ -
Task 5 Subtotal	4	0	0	0	0	8	0	0	8	\$ 3,173	\$ -
Task 6 Environmental Permitting (Optional - Performed under Authorization of County)						0	0	0	0	\$ 10,478	\$ 24,000
Task 6 Subtotal	28	0	0	0	48	0	0	0	0	\$ 10,478	\$ 24,000
Total:	32	0	0	0	48	8	0	0	8	\$ 13,652	\$ 24,000
TOTAL LABOR/EXPENSES (OPTIONAL SERVICES)										\$ 13,652	\$ 24,000
TOTAL FEE (INCLUDING OPTIONAL SERVICES)										\$ 219,633	

Updated Schedule

ID	Task Name	Duration	Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026					
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep			
1	Project Management & Coordination	490 days	[Task bar spanning from Oct 2024 to Sep 2026]																										
2	Alignment Planning	45 days	[Task bar from Oct 2024 to Nov 2024]																										
3	Warren County Review & Meeting	10 days	[Task bar from Dec 2024 to Jan 2025]																										
4	Survey	85 days	[Task bar from Jan 2025 to Mar 2025]																										
5	Detail Design	180 days	[Task bar from Jan 2025 to Jun 2025]																										
6	Permitting	65 days	[Task bar from Jan 2025 to Apr 2025]																										
7	Easement Acquisition	80 days	[Task bar from Jan 2025 to Mar 2025]																										
8	Finalize Plans for Bidding	20 days	[Task bar from Oct 2025 to Nov 2025]																										
9	Bidding	60 days	[Task bar from Nov 2025 to Jan 2026]																										
10	Construction	120 days	[Task bar from Feb 2026 to Apr 2026]																										
11	As-Built Records	24 days	[Task bar from Aug 2026 to Sep 2026]																										

Resolution

Number 24-1372

Adopted Date October 15, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/8/24 and 10/11/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 24-1373

Adopted Date October 15, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RED HAWK LAND, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 5B SITUATED IN THE VILLAGE OF MORROW

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

SECURITY AGREEMENT

Bond Number	:	24-016 (W/S)
Development	:	The Woodlands at Morrow, Phase 5B
Developer	:	Red Hawk Land, LLC
Location	:	Village of Morrow
Amount	:	\$24,605.63
Surety Company	:	Great American Insurance Company (CA5826555)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

caw

cc: Red Hawk Land LLC, 6574 Patty's Place, Cincinnati, Ohio 45233
Great American Insurance Group, 301 E 4th Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

CA5826555

24-014(0/3)

This Agreement made and concluded at Lebanon, Ohio, by and between Red Hawk Land, LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Great American Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Woodlands
at Morrow Subdivision, Section/Phase 5B (3) (hereinafter the "Subdivision") situated in
(4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$246,056.30,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
-0-; and,

WHEREAS, the County Commissioners have determined to require all developers to post security
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements
in accordance with Warren County subdivision regulations and to require all Developers to post security in
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the
Improvements and their tentative acceptance by the County Commissioners to secure the performance of
all maintenance upon the Improvements as may be required between the completion and tentative
acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of -0- to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$24,605.63 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Red Hawk Land, LLC

6574 Patty's Place

Cincinnati, Ohio 45233

Ph. (513) 451 - 2611

D. To the Surety:
Great American Insurance Company

301 E. Fourth St

Cincinnati, Ohio 45202

Ph. (513) 369 5000

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

___ Certified check or cashier's check (attached) (CHECK # _____)

___ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

___ Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

___ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

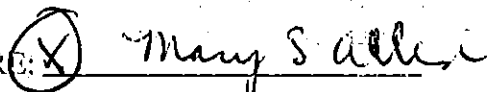
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Red Hawk Land, LLC

SURETY: Great American Insurance Co

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:  X

SIGNATURE: 

PRINTED NAME: Mary S. Allen

PRINTED NAME: Timothy J. Iori

TITLE: President

TITLE: Attorney in Fact

DATE: 9/23/2024

DATE: 9/23/2024

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1373, dated 10-15-24

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: # [Signature]

PRINTED NAME: David G. Young

TITLE: President

DATE: 10-15-24

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature] Asst Pres.
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21554

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TIMOTHY J. IORI	ALL OF	ALL
JAMES L. IORI	CINCINNATI, OHIO	\$100,000,000
ANTHONY L. IORI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **11TH** day of **NOVEMBER** 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **11TH** day of **NOVEMBER**

, 2019, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

23rd day of *Sept.* 2024



Atty L C B

Assistant Secretary

Resolution

Number 24-1374

Adopted Date October 15, 2024

APPROVING A STREET AND APPURTENANCES BOND REDUCTION FOR PIMLICO POINTE, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF THE RIGHT AND LEFT TURN LANES, TRAFFIC SIGNAL AND ASSOCIATED ROADWAY IMPROVEMENTS ON TYLERSVILLE ROAD AND ENTER INTO THE MAINTENANCE SECURITY FOR PIMLICO POINTE IN DEERFIELD TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two-year maintenance period:

BOND REDUCTION

Bond Number	:	23-008 (P-M)
Development	:	Pimlico Pointe
Developer	:	Pimlico Pointe, LLC
Township	:	Deerfield
Reduction Amount	:	\$663,423.42
Surety Company	:	Capitol Indemnity Corporation (CIC1931506)

BE IT FURTHER RESOLVED: the original amount of bond was \$784,045.86 and after the above reduction, the remaining bond amount is \$120,622.44.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Pimlico Pointe, LLC, 9545 Kenwood Road, Ste 401, Cincinnati, OH 45242
Capitol Indemnity Corporation, PO Box 5900, Madison, WI 53705-0900
Engineer (file)
Bond Agreement file

Resolution

Number 24-1375

Adopted Date October 15, 2024

APPROVING VARIOUS RECORD PLATS

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

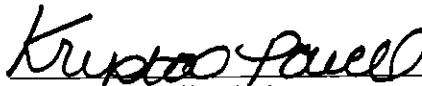
- Ireland Woods Section One Replat – Hamilton Township
- Haynie Estates Replat – Harlan Township

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

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

Resolution

Number 24-1376

Adopted Date October 15, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS
COMMUNITY CORRECTIONS MENTAL HEALTH FUND #2228

BE IT RESOLVED, to approve the following supplemental appropriation:

\$15,000.00 into BUDGET-BUDGET 22281220-5400 (Purchased Services)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-1377

Adopted Date October 15, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND
#2287

BE IT RESOLVED, to approve the following supplemental appropriation into Sheriff's Office
Fund #2287:

\$210.00 into 22872200-5370 (Software Non-Data Board)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-1378

Adopted Date October 15, 2024

APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS' FUNDS
#11011110 AND #11011115 INTO #11011110

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 10,000.00	from	#11011110-5850	(Genl BOCC Training & Education)
\$ 10,000.00	from	#11011115-5850	(Genl OMB Training & Education)
\$ 7,000.00	into	#11011110-5400	(Genl BOCC Purchased Services)
\$ 6,000.00	into	#11011110-5911	(Genl BOCC Non Taxable Meal Fringe)
\$ 7,000.00	into	#11011110-5940	(Genl BOCC Travel)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Commissioners' file
OMB (file)

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

Resolution

Number 24-1379

Adopted Date October 15, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT
FUND #11011220 AND COURT SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,000.00 from 11011220-5820 (Health/Life Insurance)
 into 11011220-5850 (Training/Education)

\$6,000.00 from 11011223-5820 (Health/Life Insurance)
 into 11011223-5850 (Training/Education)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-1380

Adopted Date October 15, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$15,000.00 from 11011223-5820 (Health/Life Insurance)
into 11011223-5371 (Software Data Board Approved)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1381

Adopted Date October 15, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN COUNTY COURT FUND #11011280

BE IT RESOLVED, to approve the following appropriation adjustments:

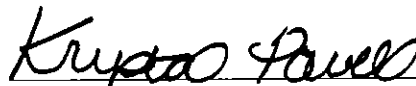
\$ 900.00	from #11011280-5400	(Purchased Services)
	into #11011280-5871	(Medicare)
\$3,850.00	from #11011280-5415	(Attorney Indigent)
	into #11011280-5811	(PERS)
\$4 850.00	from #11011280-5400	(Purchased Services)
	into #11011280-5820	(Health & Life Insurance)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
County Court (file)

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

Resolution

Number 24-1382

Adopted Date October 15, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN FACILITIES MANAGEMENT
FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustments:


\$6,800.00	from	#11011600-5855	(Clothing/Personal Equipment)
	into	#11011600-5400	(Purchased Services)
\$2,000.00	from	#11011600-5910	(Other Expenses)
	into	#11011600-5400	(Purchased Services)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-1383

Adopted Date October 15, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#11012200

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County
Sheriff's Office Fund #11012200:


\$40,000.00	from	11012200-5102	(Sheriff Regular Salaries)
	into	11012200-5317	(Sheriff Non-Capital Purchase)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-1384

Adopted Date October 15, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR'S OFFICE
FUND #2245

BE IT RESOLVED, to approve the following appropriation adjustments:

\$303.00	from #22452450-5210	(Material & Supplies)
	into #22452450-5950	(Refunds)
\$550.00	from #22452450-5850	(Training/Education)
	into #22452450-5950	(Refunds)
\$150.00	from #22452450-5910	(Other Expense)
	into #22452450-5950	(Refunds)
\$113.00	from #22452450-5911	(Non Taxable Meal Fringe)
	into #22452450-5950	(Refunds)
\$522.96	from #22452450-5940	(Travel)
	into #22452450-5950	(Refunds)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

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

Resolution

Number 24-1385

Adopted Date October 15, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustments:

\$193,000.00	from	#44923825-5320	(Capital Purchase)
	into	#44923819-5370	(Software Non-Data Board)
\$ 68,000.00	from	#44923823-5320	(Capital Purchase)
	into	#44923823-5370	(Software Non-Data Board)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 24-1386

Adopted Date October 15, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN WATER REVENUE FUND
#5510

WHEREAS, the Water and Sewer Department incurs a capital outlay for the purchase of a service truck; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

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

\$32,450.00	from	55103200-5998	(Reserve/Contingency)
	into	55103200-5310	(Vehicles Capital Outlay)

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

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

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

Resolution

Number 24-1387

Adopted Date October 15, 2024

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

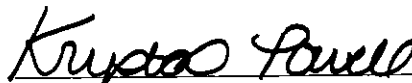
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize
Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
BLD	CINCYAUTOS INC	BLD 2024 F250 CREW CAB TRUCK	\$ 52,626.00 *vehicles/ obtained 3 quotes
GRA	TRANSPORTATION EQUIP SALES CORP	GRA - 2 HANDICAP VANS	\$ 129,830.00 *vehicles/ bid project
TEL	MARKETING SALES SOLUTIONS INC	TEL BCS INGATE ANNUAL SUPPORT	\$ 1,520.00 *purchased service/ quote in packet
GRA	VALLEY MOTOR CITY INC	GRA- 2 STANDARD VANS	\$ 84,058.00 *vehicles/ bid project
WAT	RA CONSULTANTS LLC	WAT GRT MIAMI RVR WTRM	\$ 219,633.00 *capital purchase/ contract in packet
WAT	WARREN CO ENGINEER	WAT STEPHENS RD WATERM	\$ 32,192.00 *capital purchase/ contract previously approved
WAT	TRANSPORTATION IMPROVEMNT DISTRICT	WAT WILKENS & BARDES B	\$ 333,861.38 *capital purchase/ contract previously approved

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	WARREN CO ENGINEER	WAT KNG AVE BRDG PROJ	\$ - *increase offset by change order paid to Engineer
GRA	A. MOHAN (VALLEY TRANSPORT LLC)	GRA 2024 OPERATION OF TRANSIT	\$ 10,000.00 *increase

APPROVED 10/15/24 BY:



 Martin Russell, County Administrator

Resolution

Number 24-1388

Adopted Date October 15, 2024

APPROVING AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITH THE CITY OF LEBANON, DONATION LETTER, QUIT- CLAIM DEED, AND TEMPORARY EASEMENT REQUIRED BY SAID AGREEMENT RELATING TO PROPERTY ALONG BROADWAY STREET, AND FURTHER AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY OTHER DOCUMENTS RELATED THERETO ON BEHALF OF THE BOARD UPON APPROVAL BY THE COUNTY PROSECUTOR

WHEREAS, as part of the City's North Broadway Improvement Project which will include replacement of sidewalks, constructing a shared use path, drainage improvements and modifications to striping and signage, the Board desires to cooperate with the City of Lebanon at the City's request and enter into a Contract for Sale and Purchase of Real Property (the "Contract") with the City whereby the Board will convey 0.0439 acres of the Boards's property along Broadway Street which is part of the Warren County Fairgrounds to the City as a donation, plus grant to the City a temporary construction easement, subject to all the terms and conditions set forth in the Contract including without limitation that the City shall not engage in construction activities the week prior to or the week of the annual County Fair that in any way blocks, obstructs, or otherwise interferes with pedestrian or vehicular traffic from having ingress to or egress from the Fairgrounds, plus, the City shall repair or replace any structures, improvements, driveways, fences, etc. currently existing to as reasonably close to the same condition that existed prior to the North Broadway Improvement Project.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of its members casting a vote concur as follows:

- 1) The Board does hereby approve and authorize the Board President to execute the Contract, a copy of which is attached hereto.
- 2) The Board does hereby approve and authorize the Board President to execute the the attached: a) Quit-claim deed; b) Donation Letter; and, c) Temporary Easement.
- 3) The Board does hereby authorize the County Administrator to execute, on behalf of the Board, all other documents approved by the County Prosecutor relating hereto, if any.
- 4) All action taken relating to, and this Resolution is an administrative act by the Board.
- 5) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.
- 6) All action taken relating to, and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

RESOLUTION #24-1388
OCTOBER 15, 2024
PAGE 2

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—City of Lebanon
Easement file
Prosecutor's Office – B. McGary

LPA RE 807-D
Rev. 10/2017

TED
LPA

TEMPORARY EASEMENT

The Board of County Commissioners of Warren County, Ohio aka Board of Warren County Commissioners aka Warren County, Ohio aka Warren County Board of County Commissioners, the Grantor(s), as a GIFT/DONATION, does grant to City of Lebanon, the Grantee, the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 4 - T

WAR SR 48-15.34

SEE EXHIBIT A ATTACHED

Warren County Current Tax Parcel No. 1206227001

Prior Instrument Reference: Deed Book 117 Page 436, Deed Book 207 Page 577, Deed Book 1752 Page 327, Warren County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.


The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF The Board Of County Commissioners Of Warren County, Ohio Aka Board Of Warren County Commissioners Aka Warren County, Ohio Aka Warren County Board Of County Commissioners by and through David G Young, the President of The Board Of County Commissioners Of Warren County, Ohio Aka Board Of Warren County Commissioners Aka Warren County, Ohio Aka Warren County Board Of County Commissioners, has hereunto subscribed _____ name on the 15 day of October, 2024.

THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO AKA BOARD OF WARREN COUNTY COMMISSIONERS AKA WARREN COUNTY, OHIO AKA WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM
Bruce A McHenry
Bruce A. McHenry
ASSOCIATE NOTARY PUBLIC

By: 

STATE OF OHIO, COUNTY OF WARREN SS:

BE IT REMEMBERED, that on the 15 day of October, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named David G Young, who acknowledged being the President of The Board Of County Commissioners Of Warren County, Ohio Aka Board Of Warren County Commissioners Aka Warren County, Ohio Aka Warren County Board Of County Commissioners, and who acknowledged the foregoing instrument to be the voluntary act and deed of said The Board Of County Commissioners Of Warren County, Ohio Aka Board Of Warren County Commissioners Aka Warren County, Ohio Aka Warren County Board Of County Commissioners. No oath or affirmation was administered to David G Young with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



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

Ashley M. Watts

NOTARY PUBLIC

My Commission expires: 2-21-29

This document was prepared by: City of Lebanon

EXHIBIT A

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 09/01/23

PID 120165

**PARCEL 4-T
WAR-SH 48-15.34
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING FOR SHARED USE PATH
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF LEBANON, WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 6, Town 4, Range 3, BTM, City of Lebanon, Warren County, Ohio and being part of 33 acre (deed) tract of land conveyed to The Board of County Commissioners of Warren County, Ohio in D.B. 117 Pg. 436, the boundary of which being more particularly described as follows:

Beginning at the southeast corner of a 23.213 acre (deed) tract of land conveyed to Warren County, Ohio in D.B. 207 Pg. 577, being 55.00 feet left of centerline station 20+09.47;

Thence along the existing west right of way line of North Broadway Street, the following four (4) courses:

1. S06°19'57"W a distance of 159.48 feet;
2. S12°25'16"W a distance of 150.85 feet;
3. S06°19'57"W a distance of 27.63 feet;
4. S04°08'20"W a distance of 160.63 feet;

Thence through said 33 acre (deed) tract, the following five (5) courses:

1. N85°51'40"W a distance of 24.00 feet;
2. N04°08'20"E a distance of 78.58 feet;
3. N06°19'57"E a distance of 29.37 feet;
4. N12°25'16"E a distance of 150.85 feet;
5. N06°19'57"E a distance of 157.81 feet to the south line of the aforementioned 23.213 acre (deed) tract;

Thence along said south line, S84°37'03"E a distance of 24.00 feet to the Point of Beginning.

Containing 0.1481 acres of land, more or less, and being subject to all easements, restrictions and rights of way of record.

EXHIBIT A

LPA RX 887 T

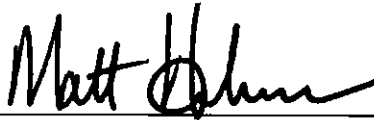
Page 2 of 2

Rev. 07/09

Auditors Parcel Number 12-06-277-001

Bearings are based on the Ohio State Plane Coordinate System, South Zone NAD 83 Horizontal Datum as derived from The Ohio Department of Transportation's Virtual Reference Stationing (VRS). The Project Coordinates (US Survey Feet) are relative to State Plane Ground Coordinates (US Survey Feet) and have been scaled to ground by using a Project Adjustment Factor multiplier of 1.00009963.

The above description was prepared by The Kleingers Group under the direction of Matthew D. Habedank, P.S., Ohio Professional Surveyor No. 8611 from a field survey performed in February of 2022.



03/11/2024

Matthew D. Habedank, P.S.

Ohio Professional Surveyor No. 8611



QUIT CLAIM DEED

The Board of County Commissioners of Warren County, Ohio aka Board of Warren County Commissioners aka Warren County, Ohio aka Warren County Board of County Commissioners, the Grantor(s), as a GIFT/DONATION to the Grantee named, does grant and forever Quit Claim to City of Lebanon, the Grantee, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 4-WD

WAR SR 48-15.34

SEE EXHIBIT A ATTACHED

Warren County Current Tax Parcel No. 1206227001

Prior Instrument Reference: Deed Book 117 Page 436, Deed Book 207 Page 577, Deed Book 1752 Page 327, Warren County Recorder's Office.

To have and to hold said parcel(s) unto the Grantee, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

The above parcel(s) conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees as follows:

(A) All alternatives to a proposed alignment of the highway project shall be studied and considered pursuant to the "National Environmental Policy Act of 1969," 83 Stat. 852, 42 U.S.C.A. 4321 et seq., as amended.

(B) Acceptance of the donation shall not influence the environmental assessment of the highway project, including the decision relative to the need to construct the project or selection of its specific location.

(C) The donated interest shall revert to the grantor or his successors or assigns if the interest is not required for the alignment chosen for the highway project after public hearings, if hearings are required, and adoption of the environmental document.]

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees that if at anytime the property granted, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in connection with, a road that shall be open to the public without charge, then Grantee shall vacate its road over the property granted, or the relevant part thereof, to Grantor or Grantor's then current successor in interest of record at no cost.

IN WITNESS WHEREOF The Board Of County Commissioners Of Warren County, Ohio Aka Board Of Warren County Commissioners Aka Warren County, Ohio Aka Warren County Board Of County Commissioners by and through David G. Young, the President of The Board Of County Commissioners Of Warren County, Ohio Aka Board Of Warren County Commissioners Aka Warren County, Ohio Aka Warren County Board Of County Commissioners, has hereunto subscribed David G. Young name on the 15 day of October, 2024.

THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO AKA BOARD OF WARREN COUNTY COMMISSIONERS AKA WARREN COUNTY, OHIO AKA WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM
Bruce A. McGary
Bruce A. McGary
Assn. Prosecuting Attorney

By: _____

David G. Young

STATE OF OHIO, COUNTY OF WARREN SS:

BE IT REMEMBERED, that on the 15 day of October, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named David G. Young, who acknowledged being the President of The Board Of County Commissioners Of Warren County, Ohio Aka Board Of Warren County Commissioners Aka Warren County, Ohio Aka Warren County Board Of County Commissioners, and who acknowledged the foregoing instrument to be the voluntary act and deed of said The Board Of County Commissioners Of Warren County, Ohio Aka Board Of Warren County Commissioners Aka Warren County, Ohio Aka Warren County Board Of County Commissioners. No oath or affirmation was administered to David G. Young with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



ASHLEY M WATTS
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2024-RE-374018
My Commission Expires Feb. 21, 2029

A handwritten signature in cursive script that reads "Ashley M. Watts".

NOTARY PUBLIC
My Commission expires: 2-21-29

This document was prepared by: City of Lebanon

EXHIBIT A

Page 1 of 2

Rev. 06/09

LPA RX 851 WD

TLC

Ver. Date 09/01/23

PID 120165

**PARCEL 4-WD
WAR-SH 48-15.34
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF LEBANON, WARREN COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (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]

Situated in Section 6, Town 4, Range 3, BTM, City of Lebanon, Warren County, Ohio and being part of a 33 acre (deed) tract of land as conveyed to The Board of County Commissioners of Warren County, Ohio in D.B. 117 Pg. 436, the boundary of which being more particularly described as follows:

Beginning at a 5/8" iron pin set at the northeast corner of a 9.940 acre (deed) tract of land conveyed to Lebanon Trotting Club, Inc. in O.R. 82 Pg. 561, said point being N18°31'57"E a distance of 245.36 feet from the northeast corner of Lot 8345 of Lebanon Public Safety Campus as recorded in P.B. 102 Pg. 24, being 50.00 feet left of centerline station 10+92.26;

Thence through said 33 acres (deed) tract along the proposed west right of way line of North Broadway Street, N17°51'56"E a distance of 257.75 feet to a 5/8" iron pin set in the existing west right of way line of North Broadway Street, being 53.00 feet left of centerline station 13+49.99;

Thence along said existing west right of way line, the following three (3) courses:

1. S14°42'30"W a distance of 194.91 feet to a 5/8" iron pin set, being 40.00 feet left of centerline station 11+55.51;
2. S11°33'38"W a distance of 60.02 feet to a 5/8" iron pin set, being 32.71 feet left of centerline station 10+95.94;
3. N83°27'53"W a distance of 17.67 feet to the Point of Beginning.

EXHIBIT A

Page 2 of 2

LPA RX 851 WD

Rev. 06/09

Containing 0.0439 acres of land, more or less, and being subject to all easements, restrictions and rights of way of record.

Auditors Parcel Number 12-06-277-001

Bearings are based on the Ohio State Plane Coordinate System, South Zone NAD 83 Horizontal Datum as derived from The Ohio Department of Transportation's Virtual Reference Stationing (VRS). The Project Coordinates (US Survey Feet) are relative to State Plane Ground Coordinates (US Survey Feet) and have been scaled to ground by using a Project Adjustment Factor multiplier of 1.00009963.

The above description was prepared by The Kleingers Group under the direction of Matthew D. Habedank, P.S., Ohio Professional Surveyor No. 8611 from a field survey performed in February of 2022. A plat of survey is recorded in Volume _____ Page _____ of the Warren County Engineer's Record of Land Surveys.



03/11/2024

Matthew D. Habedank, P.S.
Ohio Professional Surveyor No. 8611





LPA
Rev. 01/2010

DONATION LETTER

Date July 2, 2024

The Board of County Commissioners of Warren County, Ohio aka Board of Warren County
Commissioners aka Warren County, Ohio aka Warren County Board of County Commissioners
c/o Warren Co Agriculture
PO Box 58
Lebanon, OH 45036

Re: WAR SR 48-15.34
4-WD, T
120165

Dear The Board of County Commissioners of Warren County, Ohio aka Board of Warren County
Commissioners aka Warren County, Ohio aka Warren County Board of County Commissioners:

Your real property is needed by the City of Lebanon for a transportation improvement project. As such, you are hereby advised that you have the right to have your property appraised by a competent appraiser and you have the right to accompany the appraiser on the inspection of your property. You have the right to be provided a written offer for the full amount of the fair market value as determined by the agency based upon the appraisal. You have the right to negotiate with the agency and if an acceptable agreement cannot be reached, the right to have the value determined by a court of law. You also have the right to be paid the full amount of the fair market value before being required to surrender possession of your property. Notwithstanding these rights, we understand you are willing to waive all, or any part of your rights noted and willingly agree to donate the property needed for the transportation project. The property is described in the attached Exhibit A which is incorporated herein.

Please be advised that if you desire to use the donation for a tax deduction, you should seek advice from the Internal Revenue Service or a tax expert regarding the current rules for appraisal valuation

The undersigned hereby acknowledges that he/she has been fully advised by an City of Lebanon representative of his/her rights reflected above and agrees to: (1) Waive the right to receive just compensation for the property, (2) Release City of Lebanon from obtaining an appraisal of the acquired property and (3) Execute the necessary conveyance instrument to transfer said property to City of Lebanon.

O.R. Colan Associates
8790 Governor's Hill Drive, Suite 101
Cincinnati, OH 45249
513-247-0243

Respectfully,

Jim Jones

Agent Name, Right of Way Agent
330-206-0537 Mobile

* [Signature]
Property owner signature

10-15-24
Date

David G. Young
Print name

Property owner signature

Date

Print name

APPROVED AS TO FORM
Bruce A. McGary
Bruce A. McGary
Asst. Normal City Attorney

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCEL(S): 4-WD
WAR SR 48-15.34 / 120165

This Agreement is by and between the City of Lebanon ["Purchaser"] and The Board of County Commissioners of Warren County, Ohio aka Board of Warren County Commissioners aka Warren County, Ohio aka Warren County Board of County Commissioners ["Seller"]; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Subject to the following condition and consideration that shall survive the closing and delivery of any instruments to and acceptance of any instruments by Purchaser including without limitation by deed, easement, or otherwise: a) Purchaser shall pay to Seller the sum of GIFT/DONATION, which sum shall constitute the entire amount of compensation due Seller for: (i) the real property to be conveyed, including all fixtures; (ii) any and all damages to any residual lands of Seller; (iii) Seller's covenants set forth herein; (iv) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (b) Purchaser or its agents shall not engage in any construction activities the week prior to and the week of the annual Warren County Fair that in any way blocks, obstructs, or otherwise interferes with pedestrian or vehicular traffic from having ingress to and egress from the remainder of Seller's Property commonly known as the Warren County Fairgrounds.

Purchaser has represented to Seller in its Plan Letter Attachment that there are no structures, improvements, or drives existing in the area to be disturbed by the project, and that the project will not impact any fencing or (known) field tiles or require any items to be moved or destroyed. In the event any of the foregoing changes or are located in the field and will be disturbed, Purchaser or its agents will cause such items to be repaired or replaced such that their condition will be as reasonably close to the same condition that existed prior to such item(s) being disturbed. This condition and consideration shall also survive the closing, as well as the

delivery of any instruments to and acceptance of any instruments by Purchaser including without limitation by deed, easement, or otherwise.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from

which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less

the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

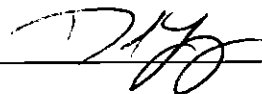
16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

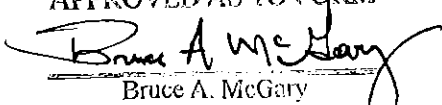
IN WITNESS WHEREOF, the parties hereto, namely the City of Lebanon and The Board of County Commissioners of Warren County, Ohio aka Board of Warren County Commissioners aka Warren County, Ohio aka Warren County Board of County Commissioners have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE BOARD OF COUNTY COMMISSIONERS OF
WARREN COUNTY, OHIO AKA BOARD OF
WARREN COUNTY COMMISSIONERS AKA
WARREN COUNTY, OHIO
AKA WARREN COUNTY BOARD OF COUNTY
COMMISSIONERS

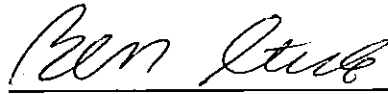
Pursuant to Resolution No. 24-1388
dated 10-15-24

By: 

Date: 10-15-24

APPROVED AS TO FORM

Bruce A. McGary
Asst. Prosecuting Attorney

City of Lebanon



Ben Stucke
City Engineer

Date: 10/9/24

EXHIBIT A

Page 1 of 2

LPA RX 851 WD

Rev. 06/09

TLC

Ver. Date 09/01/23

PID 120165

**PARCEL 4-WD
WAR-SH 48-15.34
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF LEBANON, WARREN COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (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]

Situated in Section 6, Town 4, Range 3, BTM, City of Lebanon, Warren County, Ohio and being part of a 33 acre (deed) tract of land as conveyed to The Board of County Commissioners of Warren County, Ohio in D.B. 117 Pg. 436, the boundary of which being more particularly described as follows:

Beginning at a 5/8" iron pin set at the northeast corner of a 9.940 acre (deed) tract of land conveyed to Lebanon Trotting Club, Inc. in O.R. 82 Pg. 561, said point being N18°31'57"E a distance of 245.36 feet from the northeast corner of Lot 8345 of Lebanon Public Safety Campus as recorded in P.B. 102 Pg. 24, being 50.00 feet left of centerline station 10+92.26;

Thence through said 33 acres (deed) tract along the proposed west right of way line of North Broadway Street, N17°51'56"E a distance of 257.75 feet to a 5/8" iron pin set in the existing west right of way line of North Broadway Street, being 53.00 feet left of centerline station 13+49.99;

Thence along said existing west right of way line, the following three (3) courses:

1. S14°42'30"W a distance of 194.91 feet to a 5/8" iron pin set, being 40.00 feet left of centerline station 11+55.51;
2. S11°33'38"W a distance of 60.02 feet to a 5/8" iron pin set, being 32.71 feet left of centerline station 10+95.94;
3. N83°27'53"W a distance of 17.67 feet to the Point of Beginning.

EXHIBIT A

Page 2 of 2

LPA RX 851 WD


Rev. 06/09

Containing 0.0439 acres of land, more or less, and being subject to all easements, restrictions and rights of way of record.

Auditors Parcel Number 12-06-277-001

Bearings are based on the Ohio State Plane Coordinate System, South Zone NAD 83 Horizontal Datum as derived from The Ohio Department of Transportation's Virtual Reference Stationing (VRS). The Project Coordinates (US Survey Feet) are relative to State Plane Ground Coordinates (US Survey Feet) and have been scaled to ground by using a Project Adjustment Factor multiplier of 1.00009963.

The above description was prepared by The Kleingers Group under the direction of Matthew D. Habedank, P.S., Ohio Professional Surveyor No. 8611 from a field survey performed in February of 2022. A plat of survey is recorded in Volume _____ Page _____ of the Warren County Engineer's Record of Land Surveys.



Matthew D. Habedank, P.S.
Ohio Professional Surveyor No. 8611

03/11/2024



Resolution

Number 24-1389

Adopted Date October 15, 2024

ESTABLISHING A POLICY WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT RELATIVE TO WAIVING SANITARY SEWER CONNECTION, WATER TAP, NONPARTICIPANT, CAPACITY, AND INSPECTION FEES NORMALLY COLLECTED AND RETAINED BY THE COUNTY AND NOT DISTRIBUTED AS REIMBURSEMENT TO OTHER UTILITY SERVICE PROVIDERS OR FUNDS TO BE DEPOSITED INTO ASSESSMENT OR ROTARY ACCOUNTS, FOR PUBLIC CHARITIES THAT BUILD SPECIALITY ADAPTED HOUSES IN WARREN COUNTY FOR SEVERELY WOUNDED VETERANS OF ALL MILITARY BRANCHES AND FIRST RESPONDERS MORTGAGE FREE

WHEREAS, this Board desires to recognize the incredible service and sacrifice made by disabled veterans of all military branches, first responders, and their families; and

WHEREAS, as a means of such recognition, the Board desires to establish a policy within the Water and Sewer Department for waiving the County's sanitary sewer connection and water tap permit fees for public charities that build specialty adapted houses in Warren County for severely wounded veterans of all military branches and first responders.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Warren County, Ohio, at least a majority of its members casting a vote concur as follows:

- 1) the Board does hereby adopt the following Fee Waiver Policy and process:
 - a. an organization seeking a waiver of County sanitary sewer connection and/or water tap permit fees shall submit a written request to the Director of the County Water and Sewer Department and provide the following supporting documentation:
 - (i) proof of the organization's ownership of the property in Warren County in need of a sanitary sewer connection and/or water tap permit.
 - (ii) the organization's IRS Issuance Letter of a Federal Employer Identification Number (EIN) therein granting exempt status under section 501 (c)(3) and status as a public charity under section 170 (b)(1)(A)(vi), of the Internal Revenue Code.
 - (iii) the organization's Verification of Registration with the Ohio Attorney General's Office as a public charity.
 - (iv) documentation verifying the history of and details of the organization's program under which it builds specialty adapted houses for severely wounded veterans of any military branch and/or first responders.

- (v) documentation that the organization's program provides such benefits to a wounded military veteran or first responder, mortgage free.
- (vi) Any other information requested by the Director of the Water and Sewer Department for purposes of determining whether the request satisfies the criteria herein.

2) the Board does hereby further authorize the Director of the County Water and Sewer Department to review each written request and supporting documentation and upon determination the request satisfies this Policy to approve the waiver of County sanitary sewer connection, water tap, nonparticipant, capacity, and inspection fees that are normally collected and retained by the County and not distributed as reimbursement to other utility service providers or as funds to be deposited into assessment or rotary accounts .

3) the Board does further authorize the Director of the County Water and Sewer Department to process a voucher for reimbursement of a sanitary sewer connection and/or water tap permit fee paid on or after July 1, 2024, to any organization that submits a written request that the Director of the Water and Sewer Department determines satisfies this Policy.

4) The findings made by the Board in the above WHEREAS clauses are adopted as a part of these resolving paragraphs.

5) All action taken relating to, and this Resolution, occurred in an open meeting of the Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

6) This resolution shall take effect immediately.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
Policy file

RESOLUTION #24-1389
OCTOBER 15, 2024
PAGE 3

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution No. 24-1389, adopted October 15, 2024, by the Board of Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

Resolution

Number 24-1390

Adopted Date October 15, 2024

ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY
COMMON PLEAS COURT ON BEHALF OF WARREN COUNTY TRANSIT SERVICE

WHEREAS, Warren County Transit Service desires to provide transportation to clients of
Warren County Common Pleas Court; and

WHEREAS, Warren County Common Pleas Court will provide funding for the ancillary service
to Warren County Transit Service through grant funds.

NOW THEREFORE BE IT RESOLVED, to enter into a memorandum of understanding with
Warren County Common Pleas Court, 500 Justice Drive, Lebanon, OH 45036 on behalf of
Warren County Transit Service; as attached hereto and made a part hereof.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: c/a – Warren County Common Pleas Court
Transit (file)

MEMORANDUM OF UNDERSTANDING

BETWEEN

WARREN COUNTY COMMON PLEAS COURT
AND
WARREN COUNTY BOARD OF COMMISSIONERS
(Owners of Warren County Transit Service)

This Agreement is entered into between the **Warren County Common Pleas Court**, hereinafter referred to as "**WCCPC**" and **Warren County Board of Commissioners**, as Owners of Warren County Transit Service, hereinafter referred to as "**WCTS**," collectively "Parties" or individually as "Party."

Whereas WCCPC desires to provide transportation to its clients from adjoining counties to attend required supervision visits, court attendance and illegal substance screening as required by the WCCPC;

Whereas WCTS has agreed and is able to provide such transportation services in exchange for the funding described herein;

Whereas Parties wish to set forth their respective and mutual responsibilities and obligations in regard to this Agreement;

Now, therefore, in consideration of the mutual promised hereinafter set forth, the Parties agree as follows:

A. TERM AND RENEWAL

This Agreement shall be in effect beginning October 16, 2024, and shall expire on September 30, 2025. This Agreement may be extended for additional periods of time as agreed upon by the Parties.

B. TERMINATION

This Agreement may be terminated by any of the parties upon thirty (30) days prior written notice. Changes will be made through attachments or addendums.

C. SEVERABILITY

If a provision of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this Agreement.

D. COMPLIANCE WITH LAW

The parties agree to comply with all applicable federal, state, local and confidentiality laws in the conduct of the work hereunder.

E. LEGAL EFFECT

This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

Responsibilities of WCTS

WCTS will provide the following transportation services:

Pickup Day: **Wednesday**

	LOOP 1	LOOP 2	LOOP 3	LOOP 4	LOOP 5
Hamilton County	6:45 AM	9:15 AM	11:45 AM	2:15 PM	4:45 PM
Butler County	7:15 AM	9:45 AM	12:15 PM	2:45 PM	5:15 PM
Montgomery County	7:45 AM	10:15 AM	12:45 PM	3:15 PM	5:45 PM
WCCPC	8:30 AM	11:00 AM	1:30 PM	4:00 PM	-

Schedule Deviation

WCTS will operate Warren County Transit to the best of its ability to adhere to agreed upon schedules, but the parties recognize that the Service may be off schedule due to traffic, weather, detours, accidents, strikes, nationally declared disasters and other situations and circumstances beyond WCTS' control. WCTS will not be held liable for such off schedule trips or missed trips.

Locations:

BUTLER COUNTY

3651 Towne Blvd.
Franklin, Ohio

MONTGOMERY COUNTY / SOUTH DAYTON HUB

2730 Lyons Road
Miamisburg, Ohio

HAMILTON COUNTY

7390 Tylersville Road
West Chester, Ohio

For those clients needing transportation on non-court route days, WCTS requires 48 hours notice and a Transit Ticket or passengers can pay cash to the driver. These trips are based on availability.

WCTS is responsible for fuel, maintenance, maintaining of insurance coverage, and all other costs relating to transport vehicles.

WCTS will submit invoices to WCCPC Fiscal Officer on a monthly basis.

Responsibilities of WCCPC

Payment shall be made to the service provider, WCTS, in the amount of \$50.00 per hour for a period of 10 hours each (x 2 buses) for a total of \$1,000 per Wednesday (unless not utilized due to holidays, weather, accidents, strikes, nationally declared disasters and other situations) upon completion of the services described in this Agreement. Beginning January 1, 2025, the price will increase to \$55.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

Reviewed By:

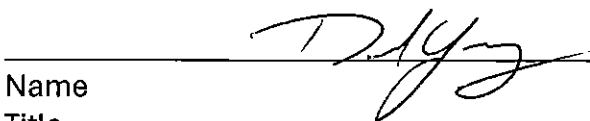


Jennifer Burnside
Court Administrator
Warren County Common Pleas Court



Susanne Mason
Warren County Grants Administrator
Office of Grants Administration


Approved By:



Name
Title
Warren County Board of Commissioners

10-15-24
Date

APPROVED AS TO FORM



Kathryn M. Horvath
Asst. Prosecuting Attorney

ADDENDUM

WCTS will collect the following information and report this information to WCCPC on a monthly basis:

- Number of trips total per month
- Number of trips to Butler County pickup site
- Number of trips to Montgomery County / South Dayton hub site
- Number of trips to Hamilton County site
- Number of riders picked up at WCCPC

Resolution

Number 24-1391

Adopted Date October 15, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN CHANGE ORDER NO. 2 TO THE CONTRACT WITH VALLEY TRANSPORT LLC FOR THE OPERATION OF WARREN COUNTY TRANSIT SERVICE

WHEREAS, pursuant to Resolution #23-1665 adopted December 12, 2023 this Board entered into a contract with Valley Transport, LLC for the operation of Warren County Transit Service; and

WHEREAS, Warren County Transit has entered into a Memorandum of Understanding with Warren County Common Pleas Court to provide weekly transportation service for their clients, and

WHEREAS, a Purchase Change Order is necessary to accommodate said service.


NOW THEREFORE IT IS RESOLVED, to authorize the President of the Board to sign Change Order No. 2 to the Contract with Valley Transport, LLC, increasing Purchase Order No. 24000776 by \$10,000 and creating a new contract and purchase order price in the amount of \$1,502,269.

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

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

Resolution adopted this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor _____
C/A—Valley Transport LLC
OGA (file)



Warren County
Office of Grants Administration
 460 Justice Drive
 Lebanon, OH 45036
 513.695.1210

CHANGE ORDER

Change Order Number 2 to PO # 24000776
 Project Name: Warren County Transit Service

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	REDUCTION
1	Ancillary weekly service to be paid by Warren County Common Pleas Court for their clients	\$10,000	
	Sums of the ADDITIONS and REDUCTIONS	\$10,000	

Attachments: Budget Worksheet

Original PO Amount \$1,200,000.00
 Current contract price adjusted by previous change orders \$ 1,492,269
 The Contract price due to this change order will be increased/decreased by \$10,000.00
 The New PO balance including this change order will be \$ 1,502,269

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.

Warren County Commissioner Date

 10-15-24
 Warren County Commissioner Date

 10-10-24
 Warren County Grants Administration Date

 Warren County Commissioner Date