

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

# Resolution

Number 21-0280

Adopted Date March 02, 2021

APPROVE RECLASSIFICATION OF KIMBERLY FRICK FROM SOCIAL SERVICE WORKER II TO SOCIAL SERVICE WORKER III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director of Human Services has indicated that Ms. Frick completes the essential functions of a Social Service Worker III and has successfully completed probation and desires to reclassify her to said position; and


NOW THEREFORE BE IT RESOLVED, to reclassify Kimberly Frick to the position of Social Service Worker III, non-exempt, pay range #9, \$19.04 per hour, under the Warren County Job and Family Services, Human Services Compensation Schedule, effective pay period beginning March 13, 2021.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

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

# Resolution

Number 21-0281

Adopted Date March 02, 2021

ACCEPT RESIGNATION OF KIANA HAWK, ADMINISTRATIVE ASSISTANT, WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE, EFFECTIVE MARCH 10, 2021

BE IT RESOLVED, to accept the resignation of Kiana Hawk, Administrative Assistant, within the Warren County Commissioners' Office effective March 10, 2021.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Commissioners' file  
K. Hawk's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

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

# Resolution

Number 21-0282

Adopted Date March 02, 2021

AUTHORIZE THE POSTING OF THE "ADMINISTRATIVE ASSISTANT" POSITION, WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Administrative Assistant" position within the department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Assistant" 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 February 24, 2021.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Commissioners' file  
OMB – Sue Spencer

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

# Resolution

Number 21-0283

Adopted Date March 02, 2021

AUTHORIZE THE POSTING OF THE "TEMPORARY EMERGENCY RENTAL ASSISTANCE PROGRAM CASEWORKER" POSITION, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists three openings for a "Temporary Emergency Rental Assistance Program" position within Warren County Department of Job and Family Services, Human Services Division; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Temporary Emergency Rental Assistance Program Caseworker" 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 March 3, 2021.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

H/R

cc: Human Services (File)  
S. Spencer - OMB

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

# Resolution

Number 21-0284

Adopted Date March 02, 2021

AUTHORIZE THE POSTING OF THE "TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR" POSITION, WITHIN OHIOMEANSJOBS WARREN COUNTY, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists openings for a "Temporary Youth Employment Worksite Supervisor" position within OhioMeansJobs Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Temporary Youth Employment Worksite Supervisor" 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 February 26, 2021.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

H/R

cc: OhioMeansJobs (File)  
S. Spencer - OMB

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

# Resolution

Number 21-0285

Adopted Date March 02, 2021

ACCEPT RESIGNATION OF JOHN MANFREDA, INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MARCH 12, 2021


BE IT RESOLVED, to accept the resignation of John Manfreda, Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective March 12, 2021.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

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

# Resolution

Number 21-0286

Adopted Date March 02, 2021

ACCEPT RESIGNATION OF ANDREW FARLAINO, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE FEBRUARY 23, 2021

BE IT RESOLVED, to accept the resignation of Andrew Farlaino Emergency Communications Operator, within the Warren County Emergency Services Department, effective February 23, 2021.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Emergency Services (file)  
A. Farlaino's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 21-0287

Adopted Date March 02, 2021

**RESOLUTION TO DEDICATE THE BOARD OF COUNTY COMMISSIONERS'  
OFFICIAL FACEBOOK PAGE SOLELY TO GOVERNMENT SPEECH FOR PUBLIC  
NOTIFICATIONS OF OFFICIAL COUNTY BUSINESS**

**WHEREAS**, social media pages are a useful tool to inform the public, the Board of County Commissioners has created an official Facebook page for the purpose of notifying the public of official business of the Warren County government offices; and

**WHEREAS**, public commenting and public discourse features are enabled as a default setting of the Facebook application for government pages, this requires ongoing monitoring and is contrary to the intended use of the page for one-way communication of public notices of official county business; and

**NOW THEREFORE BE IT RESOLVED**, that the Board of County Commissioners Facebook Page shall be maintained and controlled by the Board of County Commissioners, and only be used by public officials or employees expressly granted permission by the Board of County Commissioners for the purpose of promoting and providing notice to public of the Board of County Commissioners' official work, mission, and duties in serving the public. Dissemination of non-public confidential or privileged information shall be prohibited, and

**BE IT FURTHER RESOLVED**, to disable public comments, public discourse, and/or communities tab features and functions so that the page may be solely dedicated to government speech that provides public notice and information regarding the Board of County Commissioners' official business.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Commissioners file  
Policy file  
Candace Miller



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

# Resolution

Number 21-0288

Adopted Date March 02, 2021

ACCEPT TENTATIVE AGREEMENT REGARDING THE NEGOTIATIONS BETWEEN  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS AND THE WARREN  
COUNTY DISPATCH ASSOCIATION

WHEREAS, representatives of the Warren County Board of County Commissioners and the Warren County Dispatch Association have been negotiating to reach agreement relative to a new Agreement for the County dispatch employees in the bargaining unit; and

WHEREAS, the representatives from the Warren County Board of County Commissioners and the Warren County Dispatch Association have reached a tentative agreement; and


NOW THEREFORE BE IT RESOLVED, to accept the tentative agreement and approve and authorize the County Administrator to sign the approved union agreement; copy 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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/to

cc: Warren County Emergency Services (file)  
Fishel, Downey, Albrecht & Riepenhoff – Daniel Sabol  
Martin Russell  
C/A— Warren County Dispatch Association

Draft Tentative Agreement between WCDA and Warren County Board of Commissioners  
2021-2023

# **AGREEMENT**

**BY AND BETWEEN THE**

**WARREN COUNTY  
BOARD OF COMMISSIONERS**

**AND**

**WARREN COUNTY DISPATCH  
ASSOCIATION**

**Effective January 1, 2018 2021 through  
December 31, 2020 2023**

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Draft Tentative Agreement between WCDA and Warren County Board of Commissioners  
2021-2023

**PREAMBLE**

This Agreement entered into by the Warren County Board of Commissioners, hereinafter referred to as the "Employer" and the Warren County Dispatch Association, hereinafter referred to as the "Association."

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 1**  
**RECOGNITION**

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board (SERB) in Case No. 08-REP-08-0135, as may be amended/clarified by SERB as forth herein, the Employer recognizes the Association as the sole and exclusive representative for all Emergency Communications Officers and ~~Call-Takers~~ employed by Warren County, Ohio.

Section 1.2. The Association recognizes the following employees as being included in the bargaining unit: All Emergency Communications Officers employed by Warren County, Ohio. All other employees of Warren County, Ohio, including Emergency Communications Supervisors are excluded.

Section 1.3. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.4. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Association in writing within thirty (30) calendar days. If the Association disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Association, provided that if it involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree, the position shall be subject to challenge by the Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

Section 1.5. **The parties agree to file a joint petition with SERB requesting removal of Call-Takers from certification, if Call-Takers are currently included in SERB certification.**

**Date Tentatively Agreed: September 28, 2020**

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in it prior to the date of this Agreement. Unless the parties have specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the department, the Employer shall retain all rights imposed upon it by law to carry out the administration of the department and include, but not be limited to:

- A. The right to direct, supervise, hire, promote, evaluate, suspend, discipline, or discharge for cause, transfer, assign, schedule and retain employees.
- B. The right to relieve employees from duty, and determine the number of personnel needed in the department, or to perform any functions; determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. The right to purchase equipment, materials or services.
- D. The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine overall mission of the department; maintain and improve the efficiency and effectiveness of the department, and the county.
- E. The right to make reasonable rules and regulate the department, and to establish and amend policies and procedures, and necessary rules relating to the operation of the department in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the department in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.
- G. The right to determine equipment to be used, the processes, techniques, methods and means of operations, schedules of shifts and working hours, and the right to establish standards of performance; to establish, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees.
- H. The right to determine the geographical location of county facilities; to establish new units and relocate or disestablish existing units or facilities in part or in whole.
- I. The right to assign to shifts and duties.
- J. The right to introduce new or improved methods, operations, equipment or facilities.
- K. The right to schedule overtime work as required.
- L. The right to determine the need for additional educational courses, training programs,

on-the-job training and cross-training.

Section 2.2. Where the rights, powers, and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein. Any exercise of these rights in violation of the express terms of this Agreement is subject to the grievance/arbitration procedure.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 3**  
**NON-DISCRIMINATION**

Section 3.1. The Employer and the Association agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, military status, **genetic information**, ancestry of any person, or Association membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination; therefore, not subject to the grievance procedure Article. Nothing in this Agreement shall preempt any employee or employees from bringing any discrimination cause of action pursuant to state or federal law. An employee must elect to pursue arbitration or other causes of action prior to arbitration. If an employee elects to pursue a discrimination cause of action pursuant to state or federal law, they are thereafter denied a remedy for the same discrimination claim in the Grievance Procedure Article in this Agreement.

Section 3.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Date Tentatively Agreed: September 28, 2020**

**ARTICLE 4**  
**ASSOCIATION SECURITY**

Section 4.1. The Employer agrees, upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all Association membership dues uniformly required of bargaining unit members. The Association will notify the Employer in writing upon execution of the Agreement and during December of each calendar year of the dues that it charges and the names of all employees for whom dues are to be deducted, and will update this information as needed. All dues deducted from bargaining unit members' wages shall be forwarded to Association at least once a month.

Section 4.2. The Employer agrees to deduct Association dues once each pay period from a regular paycheck of bargaining unit employees. Upon receipt of the voluntarily submitted

Draft Tentative Agreement between WCDA and Warren County Board of Commissioners  
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written authorization, the Employer will begin to deduct Association dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3. Employees in the bargaining unit who are not members of the Union, and who have completed sixty (60) days of employment, including employees who resign from membership in the Union after the effective date of this Article, shall pay to the Association, through payroll deduction, a fair share fee for the duration of this Agreement. This fair share fee is automatic and does not require the employee to remain a member of the Association, nor shall the fair share fee exceed the dues paid by the members of the Association in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Association shall certify the amount of fair share fee to the Employer in writing during January of each calendar year. It is expressly understood that this provision is contingent upon the Association presenting the Employer with a rebate and challenge procedure and an independent audit which complies with applicable state and federal law. **The provisions in this Section 4.3 for the deduction of fair share fees shall not be in effect during any period in which the deduction of fair share fees is a violation of law.**

Section 4.4. The Employer shall be relieved from making such individual deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, (4) unpaid leave of absence, or (5) any pay period during which the employee does not earn enough wages for Association dues to be deducted after all other deductions are made.

Section 4.5. The parties agree that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.6. The Association agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this Article. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Date Tentatively Agreed: October 5, 2020**

**ARTICLE 5**  
**ASSOCIATION REPRESENTATION**

Section 5.1. Following advance notice to the Director, representative(s) of the Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Association representative shall identify themselves to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than five (5) employees from the bargaining unit, designated by the Association to act as Association Executive Board Members for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Executive Board Members as provided herein.

Section 5.3. The Association shall provide to the Director an official roster of all Association Executive Board Members which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home or cellular telephone number; and
- D. Association office held.

No employee shall be recognized by the Employer as an Association Executive Board Member until the Association has presented the Employer with written certification of that person's selection.

Section 5.4. The writing and investigating of grievances shall normally be on non-work time; however, the investigation or processing of grievances (alleged or filed) by Executive Board Members may be performed during working hours without loss of pay, when such activities do not interfere with the performance of the Executive Board Member's assigned duties. Executive Board Members shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during an Executive Board Member's work time when release of the Executive Board Members will not unduly disrupt the operation of the Employer:

- A. Preparation for and attendance at grievance or disciplinary hearing. The Executive Board Members will be given a reasonable amount of time immediately prior to the hearing for preparation.
- B. Investigation of any situation involving a work-related injury of a bargaining unit member.
- C. Any other representation activity specifically authorized by this Agreement (such as



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Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Association agrees that no Executive Board Member or representative of the Association either employee or non-employee of the Employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees.

Section 5.6. The Association shall be permitted to utilize the employee mailboxes in order to communicate confidentially with bargaining unit members.

Section 5.7. The Employer agrees to furnish the Association bulletin board space to be used by the Association for the posting of notices and bulletins relating to the Association. All items so posted will bear the signature of an official of the Association. The location of said bulletin board space shall be designated by the Employer. Items of a political or controversial nature shall not be posted.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 6**  
**PROBATIONARY PERIODS**

Section 6.1. Every newly hired employee ~~or newly promoted employee~~ shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. ~~An employee promoted from Call Taker to ECO shall serve a six (6) month probationary period which shall commence on the first day the employee receives pay as an ECO. A Call Taker that fails probation after promotion to ECO may be permitted to return to his previous Call Taker position upon approval by the Director or his designee.~~

~~If a Call Taker is promoted to ECO before completing six full months of service as a Call Taker, he shall continue in the initial probationary period but shall not be required to serve an additional six months' probation upon attaining one full year of service as a Call Taker/ECO. Call Takers promoted to ECO after serving at least the first six (6) months of the initial probationary period shall be subject to the six (6) month promotional probationary period set forth above.~~

Section 6.2. Any employee who, while serving a probationary period, misses twenty-two (22) or more workdays due to occupational illness or injury, may have the probationary period extended by the length of the illness or injury. Such extension may not exceed the length of the original probationary period.

Section 6.3. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

Date Tentatively Agreed: September 28, 2020

**ARTICLE 7**  
**SENIORITY**

Section 7.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 7.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement. Seniority accrued by employees with the Warren County Sheriff's Office as of January 1, 1989, will continue to be credited as long as the employees are employed by Warren County.

Section 7.2. Except as set forth above, "seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Communications Center.

- A. The following situations shall not constitute a break in continuous service:
1. absence while on approved paid leave of absence or while on FMLA;
  2. absence while on disability leave;
  3. military leave; and
  4. a layoff of eighteen (18) months duration or less.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. discharge or removal for just cause;
  2. retirement;
  3. layoff for more than eighteen (18) months;
  4. failure to return to work within ten (10) calendar days of a recall from layoff;
  5. failure to return to work at the expiration of leave of absence; and
  6. a resignation without reinstatement within ninety (90) days.
- C. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.
- D. Seniority continues to accrue under the situations described in Section 7.2(A)(l) through

(4) above.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 8**  
**DISCIPLINE**

Section 8.1. The tenure of every bargaining unit employee shall continue with good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause. Forms of disciplinary action are:

- A. Verbal reprimand (time and date recorded);
- B. Written reprimand;
- C. Suspension without pay; and
- D. Discharge from employment.

Section 8.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct.

Section 8.3. In any interview between a bargaining unit member and a member of management or designated representative of the Employer, once it is reasonably expected that discipline of the employee being interviewed may result, the employee may request to have an Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than one (1) hour for the employee to secure a representative. The employee may request one (1) continuance at the time the employee is notified of the date and time for which the hearing is scheduled.

Section 8.4. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension, reduction, or termination), a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 8.5. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall not be an employee of the Warren County Emergency Services.

Section 8.6. Not less than seventy-two (72) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide the employee an outline of the charges which are the basis for disciplinary action and notice of the date, time and place of the conference. The employee will be notified of his right to receive a copy of the Administrative

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Investigation (AI) report prior to the conference if such investigation took place. The employee shall submit a written request for such report to the Employer. The employee must either elect to attend the conference or waive in writing the opportunity to a conference. Failure to elect either option shall be deemed a waiver of the right to a conference.

Section 8.7. The employee is entitled to a representative of his choice to accompany him to the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered hours worked.

Section 8.8. The Employer is under no obligation to present witnesses in a disciplinary conference; however, in the event the Employer presents witnesses at the conference, the employee or his representative will be permitted to confront and cross-examine them, subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer within ten (10) working days of the conference, concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee, his representative, the Association, and the Employer upon completion of the report.

Section 8.9. Whenever the Employer or his designee questions bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary conferences, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have an Association representative or a representative of his choice present during the questioning. The Employer shall not be untruthful regarding existing evidence that supports any suspicion of the employee's misconduct during questioning.
- C. Prior to questioning, the employees will be ordered to answer all questions (including witnesses) and the employee shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty, and the Employer shall notify the employee of his or her rights pursuant to *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- D. The Employer may audio record any investigative interviews or disciplinary conferences. The Employer shall record any investigative interviews or disciplinary conferences upon the request of the Association or the participating employee. In the event that the interview or conference is recorded, the employee, their representative, and association shall be given a copy of the transcripts, and audio recording.
- E. Preliminary investigations and disciplinary conferences shall be held either during an

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employee's scheduled working hours or at a time in reasonable proximity to his shift.

- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 8.10. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 8.11. An employee who receives a verbal or written reprimand may appeal up through Step 4 of the grievance procedure. No further appeal or grievance of verbal or written reprimands will extend beyond this appeal. If the employee does not agree with the review they may include a brief statement to be attached to the reprimand in the personnel file.

Section 8.12. Newly hired probationary employees may be disciplined or terminated, and have no appeal through the grievance procedure contained herein.

Section 8.13. Employees shall be notified any time that the Employer is using audio or video monitoring equipment to record or monitor the employee's actions.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

Section 9.1. A grievance is defined as an allegation that the terms of this Agreement have been violated. Resolution of a grievance shall be pursued in accordance with the following steps.

Section 9.2. Step 1: An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. If a settlement satisfactory to the aggrieved employee is reached during said oral discussion, such settlement shall be final and binding upon both parties. If an oral discussion does not produce a satisfactory settlement, the employee will be obligated to file a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the Section of Agreement of alleged violation and the relief or remedy requested) and shall be submitted to the immediate supervisor within fourteen (14) calendar days after the event or knowledge of the event which is the cause of the grievance. The date following the event or knowledge of the event shall be considered the first day of the fourteen (14)

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calendar day period. The immediate supervisor must give their answer to the grievance in writing within fourteen (14) calendar days following the date on which the grievance was presented to them.

Section 9.3, Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the fourteen (14) calendar day period shall grant the employee the right to submit the grievance within fourteen (14) calendar days to the Communications Manager who shall rule on the merits of the grievance and must respond in writing within fourteen (14) calendar days.

Section 9.4, Step 3: If the grievance is not resolved by the Communications Manager to the satisfaction of the aggrieved employee within the fourteen (14) calendar day time period, the employee may then refer the matter to the Director or designee within fourteen (14) calendar days following the Communications Manager response. Should the Communications Manager fail to answer the grievance within the fourteen (14) calendar day period, the fourteen (14) calendar day submission period to the Director or designee shall commence on the day following the end of the fourteen (14) calendar day period granted to the Communications Manager. The Director or designee must answer the grievance in writing within fourteen (14) calendar days of the date of the receipt of the grievance.

Section 9.5, Step 4: If the grievance is not resolved by the Director to the satisfaction of the aggrieved employee within the fourteen (14) calendar day time period, the employee may then refer the matter to the management level administrator appointed by the County Commissioners or their designee within ten fourteen (14) calendar days following the Director's response. Should the Director fail to answer the grievance within the fourteen (14) calendar day period, the fourteen (14) calendar day submission period to the management level administrator appointed by the County Commissioners or their designee shall commence on the day following the end of the fourteen (14) calendar day period granted to the Director. The management level administrator appointed by the County Commissioners or their designee must answer the grievance in writing within fourteen (14) calendar days of the date of the receipt of the grievance.

A grievance unresolved at Step 4 may be submitted to arbitration upon request from the Association in accordance with the provisions of this Article.

Section 9.6. The Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 4, the Association shall notify the Employer of its intent to seek arbitration.

~~Section 9.7. The Director and the Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Director and the Association are not able to agree upon an arbitrator~~ Within fourteen (14) calendar days after receipt by the Employer of the demand for arbitration, the Association **shall contact the Employer to determine whether the Parties mutually agree to use Federal Mediation and Conciliation Services**

**(FMCS). If both Parties agree to use FMCS, either Party may thereafter request a panel from FMCS. The FMCS panel request shall be for arbitrators that have a mailing address in Ohio, only. The Parties shall strike names within ten (10) calendar days of receipt of the FMCS list, alternatively striking names from the list until only one arbitrator remains for selection. The Parties shall flip a coin to determine who will strike first in each case.**

**If either Party does not agree to use FMCS in a particular case, then either Party may request a list of seven (7) ~~fifteen (15)~~ arbitrators from the American Arbitration Association (Ohio Arbitrators only). The Parties shall strike names within ten (10) calendar days of receipt of the AAA list, alternatively striking names from the list until only one arbitrator remains for selection. The Parties shall flip a coin to determine who will strike first in each case. ~~After receipt of the same, the parties shall strike names and indicate preferences as set forth in the AAA rules. The Association shall first strike a name from the list of arbitrators.~~**

Either party may once reject the list and request another list of **arbitrators from the same arbitration service once. ~~fifteen (15) arbitrators from AAA.~~** The party that rejects an arbitration list shall be responsible for any costs involved in obtaining a substitute list.

Section 9.8. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.

Section 9.9. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of the Agreement.

Section 9.10. All costs involved in appointing the arbitrator and in obtaining an initial list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the Employer and the Association.

Section 9.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

Section 9.12. The Association shall use a grievance form which shall provide the information required in the Article. The Association shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to

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the employee and the Association Representative(s) all replies concerning the grievance.

Section 9.13. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 9.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 9.15. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. Grievances arising from lost pay discipline (suspension, reduction, or discharge) shall be initiated at Step 2 of this grievance procedure.

**Date Tentatively Agreed: October 5, 2020**

**ARTICLE 10**  
**PERSONNEL FILES**

Section 10.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, during regular business hours, and may upon request and at the employee's expense, receive a copy of documents contained therein.

Section 10.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 10.3. Each disciplinary action shall remain effective and in the employee's personnel file for twenty-four (24) months after its issuance; thereafter, the action shall cease to have force and effect provided the same or a related offense does not reoccur within that period of time.

Section 10.4. Each employee will have the right to insert statements into his personnel file concerning his response to any type of disciplinary action. These statements will be removed at the same time as the disciplinary notice which pertains to them is removed from the employee's personnel file.

Section 10.5. Inactive files provided for in Sections 10.3 and 10.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 11**  
**SAFETY AND WELFARE**

Section 11.1. The Employer and the Association agree that the safety and welfare of all



employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

Section 11.2. The Association agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of the Employer's safety rules subjects the offending employee to disciplinary action.

Section 11.3 The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to exercise their duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 2 of the grievance procedures.

Section 11.4. Bargaining unit employees shall receive the same EAP benefits as non-bargaining unit employees under the jurisdiction of the Commissioners.

**Date Tentatively Agreed: December 31, 2020**

## ARTICLE 12 LABOR/MANAGEMENT AND SAFETY MEETINGS

Section 12.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties' designated representatives agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than two (2) employee representatives in pay status will attend such meetings. **Members of the bargaining team shall endeavor to notify their shift supervisor of scheduled bargaining sessions that will require members of the union bargaining team to be released from duty for attendance at least fourteen (14) days before the bargaining session, or with as much advance notice as is practical if less than fourteen (14) days before the bargaining session.** The Association and the Employer may have representatives as each deems necessary to address the issues, and neither Party may compel the other to participate in a labor/management meeting without its designated representatives.

Section 12.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

A. Discuss the administration of this Agreement.

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- B. Notify the Association of material changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Association representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.
- I. Discuss with the Association proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members when such discussions are mutually agreed to by the parties.
- J. Consider recommendations for changes from the Employer or the Association in policies, operating procedures, rules, or regulations.

Section 12.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

**Date Tentatively Agreed: October 5, 2020**

**ARTICLE 13**  
**TRAINING**

Section 13.1. All training required of, and authorized for, an employee by the Employer shall be paid for by the Employer. All such required and authorized training shall be counted as time worked, including driving time to and from training sites located outside of Warren County. On multiple-day training sessions where the employee has been authorized by the Employer to remain at or near the training site overnight, the days in training which do not

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require travel to the site from Warren County or to Warren County from the site shall be counted as regular work days, not to exceed eight (8) hours per day or forty (40) hours per work week.

Section 13.2. The Employer shall pay for all authorized and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition, and fees. Employees are entitled to meal reimbursement only if travel is more than fifty (50) miles from Lebanon, Ohio or if the travel includes an overnight stay. Mileage reimbursement is only available if no County vehicle is available for use by the employee.

Section 13.3. Required training and/or instruction shall be considered time worked when the employee is not scheduled to work and is in an off duty status; however, employees may have their work schedule changed to accommodate training sessions.

Section 13.4. In the event an employee is scheduled for off-site, single-day training, the employee shall be paid for the time spent traveling to and from the training. This travel time shall start at the employee's regular work site and end when the employee returns to their regular work site. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. Travel time shall be considered hours worked and paid at the appropriate rate of pay.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 14**  
**PROFESSIONAL INSURANCE**

Section 14.1. The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 14.2. The Employer shall provide defense counsel for an employee concerning his professional actions arising out of the lawful performance of his official and/or assigned duties.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 15**  
**PERSONAL ELECTRONIC DEVICES**

Section 15.1. On duty personnel are prohibited from using any personal electronic device (ex. cell phone, personal computer) for official County business.

Section 15.2. Use of personal electronic devices will be permitted; however, supervisors may limit such use based upon operational needs.

**Date Tentatively Agreed: October 19, 2020**

**ARTICLE 16**  
**EQUIPMENT AND UNIFORMS**

Section 16.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer, in quantities specified by the Employer. Employees shall have equipment and uniforms replaced by the Employer on an as needed basis as determined by the Employer.

Section 16.2. The Employer reserves the right to prescribe reasonable dress and grooming standards.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 17**  
**ALCOHOL/DRUG STANDARDS**

Section 17.1. Drug/alcohol testing may be conducted on employees prior to employment, or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 17.2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action; however such actions shall not be based solely on the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, in accordance with Article 8 of this Agreement.

Section 17.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance

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with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 17.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The collection of samples shall be done by an outside health care provider. The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 17.5. The results of the drug tests shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory drug test the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 17.6. Split Sample Testing:

- A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 17.7. Test results shall not be released unless the employee has provided a signed release for disclosure of the results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Nothing herein shall be construed to supersede any rights an employee may have to the privacy of his/her medical records under applicable law.

Section 17.8. If the alcohol or drug test is positive, adulterated, substituted, or dilute the employee may be subject to discipline in accordance with Article 8 of this Agreement and/or

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if this is a first violation of this Article or a self-referral involving alcohol and/or a misdemeanor drug-related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/ or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a negative result on a return-to-duty test, the employee shall be returned to his/her position. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his/her substance abuse professional. If the employee refuses to undergo rehabilitation, or if he/she fails to complete a program of rehabilitation, or if he/she tests positive, adulterated, substituted, or dilute on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action in accordance with Article 8 of this Agreement.

Section 17.9. Costs of all alcohol/drug screening tests required by the Employer shall be borne by the Employer.

Section 17.10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug/alcohol screening test results and all related follow-up with the MRO, SAP, rehabilitation programs, etc. No other medical finding may be released without the express written authorization of the employee.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 18**  
**HOURS OF WORK AND OVERTIME/**  
**CALL-OUT TIME/ON-CALL TIME/COURT TIME**

Section 18.1: Employees shall have no less than an eight (8) hour layover between regularly scheduled shifts. Unscheduled overtime, state of emergency, and court time shall not be considered a scheduled shift.

Section 18.2. The standard work period for all bargaining unit employees shall consist of no more than forty (40) hours per each seven (7) calendar day work period. The Employer retains the ability to change the schedule upon showing of good cause with at least sixty (60) days advance notice. Any schedule change will result in employees selecting their preference of shifts, according to seniority, except as set forth herein. **The schedule shall**

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**consist of two (2) work periods. During the first work period, the employee shall work three (3) twelve (12) hour days and one additional four (4) hours of work (as part of a 12 hour split shift). During the second work period, the employee shall work the remaining eight (8) hours from the split day, two (2) twelve (12) hour days, and one (1) additional eight (8) hour day (additional eight-hour day is called a "short shift"). The first and second work period shall then repeat.**

~~The parties agree to discuss issues relating to scheduling, as necessary, in labor management meetings.~~

Section 18.3. All hours worked in excess of a member's normally scheduled forty (40) hours in the standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1.5) times his or her regular straight time hourly rate of pay. Hours worked shall include all hours in paid status, except sick leave. Hours worked does not include sick leave for the purpose of overtime computation. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (e.g., court time). Overtime shall be calculated in one-quarter hour (15 minutes) increments. Employees shall not be forced to work more than twenty-eight (28) hours in a forty-four (44) hour period, unless the employee volunteers for such hours.

Section 18.4. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1.5) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of ~~sixty (60)~~ **eighty (80)** hours at any given time. In the event an employee accumulates ~~sixty (60)~~ **eighty (80)** hours of compensatory time, then any future overtime hours of work and overtime hours shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
- B. Request for compensatory time off shall be honored subject to the operational needs of the Department;
- C. Requests for compensatory time off must be submitted not less than ~~fourteen (14)~~ **seven (7)** days in advance of the time requested. The Director or designee may approve compensatory time off with less than the ~~fourteen (14)~~ **seven (7)** day advance notice.
- D. Compensatory time off requested by an employee which has been approved and scheduled, shall not be canceled except for states of emergency that would require it.
- E. An employee will only be paid for accrued compensatory time upon termination of employment. Such payment will be at the employee's current rate of pay.

Section 18.5. With the prior approval of the supervisor, an employee may exchange days off

or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, such that both employees will be credited for hours in paid status as if both employees had worked their normal work schedules for the shifts they were originally scheduled before the trade. Neither employees shall receive overtime for the hours worked on the traded shifts. An employee who works an exchange and earns overtime during hours other than the shifts that were traded shall continue to be eligible for overtime compensation as otherwise provided in this Agreement.

With prior approval of the supervisor, an employee may work a scheduled day off in exchange for additional day off to be scheduled in the same work period, without receiving any additional compensation.

Section 18.6. Scheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined at least twenty-four (24) hours in advance.

- A. The date and hours available shall be posted **using ALADTEC, or other electronic scheduling application.**
- ~~B. The supervisor shall notify employees who have signed up for voluntary duty assignment notification of the date and hours available.~~
- C. Bargaining unit employees willing to work the overtime opportunity shall **submit a shift complete an overtime** request form **online** for the hours the employee is willing to work.
- D. Each bargaining unit employee may submit no more than two (2) overtime **requests request forms** in a twenty-four (24) hour period.
- ~~E. The form is to be stamped with the date and time upon submission of a completed form.~~
- F. If more than one employee requests to work the same hours, the employee with the earliest **request date and time stamp** shall receive the overtime opportunity.
- G. **Where possible,** overtime opportunities covering vacations or compensatory time shall be posted ~~fourteen (14)~~ **seven (7)** days in advance, but in no case less than ~~ten (10)~~ **two (2)** days in advance, ~~unless a shorter advance notice is accepted at the discretion of the supervisor~~ **after the vacation or compensatory time request is approved.**
- H. Once a voluntary overtime shift is assigned it cannot be cancelled by the employee unless another employee volunteers to work the assigned hours or the regular schedule of the employee originally assigned to work the voluntary overtime is changed for any reason. The use of sick leave in accordance with Article 23 shall not be considered cancelling an overtime shift pursuant to this Section.



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- I. Employees who call in sick for an overtime shift they have agreed to work under this section must provide a doctor's note verifying the need for sick leave. If the employee fails to provide a doctor's note, he shall not be permitted to work voluntary overtime for thirty (30) days from the date of the call-in. Any voluntary overtime the employee has signed up for during this thirty (30) day period shall be re-posted in accordance with the provisions of this Article.
- J. Qualified probationary employees may sign up for voluntary overtime, **regardless of their sick leave balance**, if a non-probationary employee has not signed up to work such overtime at least seventy-two (72) hours in advance of the scheduled overtime.
- K. **Non-probationary employees with fewer than eighty (80) hours of accrued sick leave shall not be permitted to volunteer for scheduled overtime opportunities, but such non-probationary employees shall remain available for unscheduled overtime pursuant to Section 18.7 and mandatory overtime subject to Section 18.8. This shall not apply to qualified probationary employees.**

Section 18.7. Unscheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined less than twenty-four (24) hours in advance, or if the scheduled overtime remains unfilled with less than twenty-four (24) hours in advance after following the procedures set forth in Section 18.6.

- A. **For filling overtime less than twenty-four (24) hours in advance, the supervisor shall notify all bargaining unit members, including qualified probationary employees, of the date and hours available. The overtime opportunity will then be given to the employee with the earliest request submitted using the electronic scheduling system.** ~~If the overtime opportunity is not filled, the supervisor shall notify all bargaining unit employees, who have signed up for the voluntary overtime opportunity notification, including qualified probationary employees, of the date and hours available. The overtime opportunity will then be given to the employees who respond in the order they respond.~~
- B. ~~If no bargaining unit employees respond within one (1) hour after the Employer notifies the employees who signed up for voluntary overtime opportunity notification, then the additional overtime opportunity hours shall be offered to employees working the preceding and/or succeeding shifts, as applicable.~~

Section 18.8. Mandatory Overtime. If no employee volunteers for an overtime opportunity after offering the overtime opportunity to bargaining unit employees pursuant to Section 18.6 and Section 18.7, the supervisor may offer the extra hours to any available supervisor, or assign a non-probationary employee to work the overtime based upon the overtime equalization record which shall expire at the end of the last full pay period of the year.

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However, January's overtime opportunities will be assigned from the previous year's record.

- A. **The Employer will ensure that the overtime equalization automatically updates when the ECO is placed on the schedule for hours worked.** ~~list shall be updated within twenty four (24) hours of any change to the list.~~ The only hours that will count towards the overtime equalization record for the purpose of mandatory overtime will be hours worked inside the communications center sitting a radio position or answering phones.
- B. An employee shall be afforded at least an eight (8) hour layover between hours of duty. A state of emergency and court time will be exceptions to this requirement. Any employee assigned to work involuntarily under this Section shall be compensated at the rate of one and one half (1.5) times his or her regular straight time hourly rate of pay for the additional hours the employee actually worked involuntarily, even if such hours would not otherwise cause the employee to exceed forty (40) hours worked pursuant to Section 18.3.
- C. **An Employee who requests a shift trade will not be mandated or otherwise required to work during the hours he or she is or plans to be off work due to the shift trade. The other employee involved in the trade will only be forced to work mandated overtime when all other available employees have been contacted by the current means used by the department.**

Section 18.9. Call-In Pay. Any employee required by the Employer to work at a time outside his or her regularly scheduled shift, which time worked does not about his regularly scheduled shift, shall be paid a minimum of two (2) hours at time and one half (1.5) his or her regular straight time hourly rate of pay.

Section 18.10. The Employer shall designate one employee from this bargaining unit to serve as the Emergency Communications Officer In Charge (ECOIC) when no supervisor is on-duty. Only qualified bargaining unit employees as determined by the Employer shall be designated as the ECOIC.

Section 18.11. Employees shall select their shift assignment according to their seniority, except as set forth herein. **Beginning with shift assignments for the 2022 calendar year, once assigned a shift, employees shall also select their eight (8) hour "short day" occurring every other pay period in order of seniority.** During the month of November of each agreement year, employees shall submit their ~~first and second~~ shift preferences to the Employer. ~~Where employee schedules include fixed days off of work, the selection of shifts by seniority includes selection of regularly scheduled off days.~~ Final new work schedules will be posted by December 15th of each year. Any new assignment shall begin in January. This provision does not prevent the Employer from temporarily changing the shift assignment of any employees due to training needs. Trainers shall only be reassigned from their permanent shifts when their specialized expertise is required. The Employer shall maintain eight (8) trainers. In the event the number of trainers falls below eight (8), the Employer shall request volunteers to attend the training course. The Employer shall choose

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from among those that request to attend the training course and shall send them to the training course at no cost within six (6) months of the time the vacancy occurred. Preference choice shall be applicable throughout the year for any vacancy which may occur. Shifts shall be fixed subject only to the bidding process and the provisions contained herein.

Section 18.12.

- A. When the Employer determines it is necessary to change an employee's crew assignment, the Employer shall offer to meet with the affected employee prior to implementing any change. The employee shall be entitled to Union representation during this meeting if the employee chooses to be represented.
- B. Other than during the shift bid process outlined in Section 18.11, if the Employer switches an employee to a different crew, and the change in assignment would require the employee to use additional vacation or compensatory time to cover the employee's previously scheduled consecutive days off for vacation or compensatory time (including the employee's regularly scheduled off days), the Employer may adjust the employee's work schedule and/or schedule a trade day to avoid the use of additional leave or loss of pay. If the employee's schedule cannot be adjusted and the employee would be otherwise required to use additional vacation or compensatory time, the employee shall receive his or her regular rate of pay for the additional hours up to his or her regularly scheduled work week without requiring the employee to use additional vacation or compensatory time. A change in an employee's crew assignment shall not cause any other employee to lose vacation leave that was scheduled and approved prior to the crew change.

Section 18.13 Employees may not take leave at the beginning or end of their shift in less than two (2) hour increments.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 19**  
**WAGES AND COMPENSATION**

Section 19.1. Effective the beginning of the first pay period following January 1, 2021-2018, the regular hourly pay rate for all bargaining unit members shall be increased by two percent (2%) as follows:

	<u>0-12</u> <u>Months</u>	<u>13-24</u> <u>Months</u>	<u>25-36</u> <u>Months</u>	<u>37-48</u> <u>Months</u>	<u>48+</u> <u>Months</u>
<del>Hourly</del>	<del>\$17.58</del>	<del>\$18.84</del>	<del>\$21.35</del>	<del>\$23.84</del>	<del>\$25.10</del>
<del>Annual</del>	<del>\$36,566.40</del>	<del>\$39,187.20</del>	<del>\$44,408.00</del>	<del>\$49,587.20</del>	<del>\$52,208.00</del>
<b>Hourly</b>	<b>\$18.66</b>	<b>\$19.99</b>	<b>\$22.66</b>	<b>\$25.30</b>	<b>\$26.64</b>

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**Annual** ~~\$38,812.80~~ ~~\$41,579.20~~ ~~\$47,132.80~~ ~~\$52,624.00~~ ~~\$55,411.20~~

~~Call~~ ~~0-12~~ ~~3-24~~ ~~25-36~~ ~~37+~~  
~~Taker~~ ~~Months~~ ~~Months~~ ~~Months~~ ~~Months~~

~~Hourly~~ ~~\$13.11~~ ~~\$13.52~~ ~~\$15.97~~ ~~\$17.58~~

~~Annual~~ ~~\$27,268.80~~ ~~\$28,121.60~~ ~~\$33,217.60~~ ~~\$36,566.40~~

Section 19.2. Effective on the first day of the first full pay period following January 1, **2022** 2019, the regular hourly rate of pay for all bargaining unit members shall be increased by two percent (2%) as follows:

	0-12	13-24	25-36	37-48	48+
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Hourly	<del>\$17.93</del>	<del>\$19.22</del>	<del>\$21.78</del>	<del>\$24.31</del>	<del>\$25.60</del>
Annual	<del>\$37,294.40</del>	<del>\$39,977.60</del>	<del>\$45,302.40</del>	<del>\$50,564.80</del>	<del>\$53,248.00</del>

**Hourly** **\$19.03** **\$20.39** **\$23.11** **\$25.81** **\$27.17**  
**Annual** **\$39,582.40** **\$42,411.20** **\$48,068.80** **\$53,684.80** **\$56,513.60**

~~Call~~ ~~0-12~~ ~~13-24~~ ~~25-36~~ ~~37+~~  
~~Taker~~ ~~Months~~ ~~Months~~ ~~Months~~ ~~Months~~

~~Hourly~~ ~~\$13.37~~ ~~\$13.79~~ ~~\$16.29~~ ~~\$17.93~~

~~Annual~~ ~~\$27,809.60~~ ~~\$28,683.20~~ ~~\$33,883.20~~ ~~\$37,294.40~~

Section 19.3. Effective on the first day of the first full pay period following January 1, **2023** 2020 the regular hourly rate of pay for all bargaining unit members shall be increased by two percent (2%) as follows:

	0-12	13-24	25-36	37-48	48+
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Hourly	<del>\$18.29</del>	<del>\$19.60</del>	<del>\$22.22</del>	<del>\$24.80</del>	<del>\$26.12</del>
Annual	<del>\$38,043.20</del>	<del>\$40,768.00</del>	<del>\$46,217.60</del>	<del>\$51,584.00</del>	<del>\$54,329.60</del>

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Hourly	\$19.41	\$20.80	\$23.57	\$26.33	\$27.71
Annual	\$40,372.80	\$43,264.00	\$49,025.60	\$54,766.40	\$57,636.80
Call	<del>0-12</del>	<del>13-24</del>	<del>25-36</del>	<del>37+</del>	
Taker	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	
Hourly	<del>\$13.64</del>	<del>\$14.07</del>	<del>\$16.62</del>	<del>\$18.29</del>	
Annual	<del>\$28,371.20</del>	<del>\$29,265.60</del>	<del>\$34,569.60</del>	<del>\$38,043.20</del>	

Section 19.4. The regular hourly pay rate shall be multiplied by two thousand eighty (2,080) to determine the annual pay level. The regular hourly pay rate shall be multiplied by eighty (80) to determine the bi-weekly pay level. The regular hourly pay rate shall be multiplied by one and one-half (1.5) to determine the overtime hourly pay rate. The standard work period for all bargaining unit employees shall consist of an average during a calendar year of eighty (80) hours per each fourteen (14) day work or pay period.

Section 19.5. Effective upon execution of this agreement, bargaining unit employees shall receive an additional one dollar (\$1.00) per hour shift differential for all hours actually worked between the hours of ~~4:00~~ 8:00 p.m. and 8:00 a.m.

Section 19.6. Bargaining unit employees assigned to train other employees shall receive ~~one~~ two dollars (~~\$1.00~~) (\$2.00) per hour additional pay during all hours spent training other employees. All bargaining unit employees who are assigned to train other employees for a sustained period of sixty (60) calendar days or greater shall receive a six (6) week break before being assigned another trainee.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 20**  
**PAY FOR WORKING IN A HIGHER CLASSIFICATION**

Section 20.1. An employee temporarily assigned by the appropriate administrative authority to work in a classification of a higher rate, including ECOIC, shall receive \$1.00 per hour for each hour assigned. No employee shall be assigned to train another employee during hours the employee serves as ECOIC.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 21**  
**VACATION**

Section 21.1. Full-time bargaining unit employees shall earn vacation leave according to their number of years of service with the Employer, as follows:

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- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period; total per year: 80 hours.
- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period; total per year: 120 hours.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed; rate of accumulation: 6.2 hours per pay period; total per year: 160 hours.
- D. Twenty-five (25) years or more of service completed; rate of accumulation: 7.7 hour per pay period; total per year: 200 hours.

Section 21.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is in no pay status. Pro-rated vacation credit is given for any part of a pay period.

Section 21.3. Vacation may be taken on fifteen (15) minute increments except such leave taken at the beginning or the end of a shift shall be in a minimum of two (2) hour increments. Requests for vacation for the calendar year shall be made in writing by the employee to the employee's supervisor at least fourteen (14) days, but not more than six (6) months, in advance of the requested leave. The Director or designee may approve vacations with less than the fourteen (14) day advance notice. When an employee cancels a scheduled vacation, the Employer retains the right to cancel any overtime scheduled to cover the vacation, at no cost to the Employer.

Section 21.4. Vacation requests shall be honored by the Employer subject to the following limitations and exceptions:

- A. Vacation requests shall be honored solely on the basis of order of application, and no seniority right to preferred dates shall exist. ~~Vacation request forms shall be stamped with date and time upon submission of the form.~~ If more than one employee requests the same dates(s) off, the employee with the earliest **request submitted pursuant to the ALADTEC scheduling system, or such other electronic leave request system used by the Employer, date and time stamp** shall receive the date(s) off.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

Section 21.5. Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited.

Section 21.6. Any employee with more than one (1) year of continuous service who separates from service shall be paid for any earned but unused vacation leave. Pro-rated vacation credit is given for any part of a year worked.

Section 21.7. Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

**Date Tentatively Agreed: October 5, 2020**

**ARTICLE 22**  
**HOLIDAYS**

Section 22.1. Designated holidays shall be as follows:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve (4 hours)	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

Employees shall receive eight (8) hours of holiday pay for each holiday listed above, except Christmas Eve which shall be equal to four (4) hours pay. "Holiday" shall include only the twenty-four (24) hour period beginning 0000 and ending at 2359 for full holidays.

Section 22.2. An employee, while on an approved leave of absence without pay, on disciplinary suspension, or in layoff status shall not be entitled to any holiday benefits as provided in this Article.

Section 22.3. Individuals on approved sick leave will be paid for any holidays occurring during their absence, and will not be charged for sick leave. Individuals on any approved leave with pay during a holiday, other than sick leave, may elect to use their approved leave with pay to cover their absence and receive the eight (8) hours of holiday pay, pursuant to Section 22.1, at the employee's option. If an employee elects to use paid leave on a holiday, the holiday pay shall not count as hours worked for overtime calculation.

Section 22.4. Employees required to work on one of the recognized/observed holidays are entitled to receive compensation at the rate of one and one-half (1.5) times their regular rate of pay, in addition to receiving their regular holiday pay for all hours worked during the 24-hour holiday period for full holidays. For Christmas Eve, employees required to work will

receive six (6) hours at one and one-half (1.5) times their regular rate of pay and four (4) hours of holiday pay. Payment for holidays worked should be treated entirely separate from the calculation of overtime (i.e., pyramiding of overtime is not permitted). Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2 ½) times his or her normal rate of pay for all hours worked in excess of eight (8).

Section 22.5. The Fourth of July, Thanksgiving, and Christmas are considered high demand time-off holidays. Employees will not be granted time off, in advance of the holiday, on more than one (1) of these holidays during the same calendar year. No employee shall be granted advance leave on the same holiday in consecutive years. Requests for leave (vacation, compensatory time, or personal leave) for the three (3) high-demand holidays shall be submitted no more than six (6) months, nor less than ninety (90) days in advance of the holiday, and, if granted, such requests will be granted on a first come first serve basis. If no one requests advanced holiday leave more than ninety (90) days prior to the holiday, any employee may request off on the holiday, including employees that received the same holiday off the previous year and employees that received other high demand holidays in that year.

Shift supervisors shall be subject to the same procedures for high demand holiday requests and holiday limits set forth in this section **if the Employer begins counting shift supervisors toward the minimum staffing requirements for Communications Operators on the holidays listed in Section 22.1.**

Section 22.6. Employees who work on a holiday will have the option to 1) receive their holiday pay and one and one-half (1.5) times pay for all hours worked during the twenty-four (24) hour holiday period; or 2) receive their holiday pay (eight [8] hours) as compensatory time and one and one-half (1.5) times pay for all hours worked on the holiday.

**Date Tentatively Agreed: October 19, 2020**

**ARTICLE 23**  
**SICK LEAVE**

Section 23.1. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours in active pay status ~~exclusive of overtime~~. Active pay status shall be defined as hours worked, vacation, holiday pay, compensatory time, and while on paid sick leave. Sick leave credit shall not accrue during any unpaid sick leave or layoff. Sick leave is accumulative without limit.

Section 23.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness or injury or pregnancy-related conditions of the employee;
- B. Exposure of employee to a contagious disease which could be communicated to and



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jeopardize the health of other employees;

- C. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment of the employee or a member of his or her immediate family.

Advanced sick leave may be requested for the following reasons with advance notice of one (1) day:

- A. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- B. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.
- C. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after the child birth.

For purposes of this Article, the definition of immediate family shall be: mother, father, son, daughter, stepparent, stepchild, brother, sister, spouse, grandparent, grandchild, mother/father/ daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 23.3. When an employee is unable to report to work due to illness or injury, he or she shall notify the Director or his the Director's designee at least ninety (90) minutes prior to the time he or she is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the Director.

Section 23.4. The Director or his the Director's designee shall have the right to retain an employee on duty until a replacement reports for duty, and the Director or his the Director's designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examination, nursing visit, or other inquiry which the Employer deems necessary which will be paid for by the Employer.

Section 23.5. Upon return to work an employee shall complete an application for sick form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for more than three (3) days, require the employee to furnish a certificate from a physician, dentist, or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis.

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Section 23.6. Sick leave requests shall be approved or disapproved on a case-by-case basis and only for appropriate reasons. Sick leave usage, when approved, shall be charged in minimum units of fifteen (15) minute increments. Sick leave abuse and/or falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action. The Appointing Authority maintains the right to investigate any incident of absence or any request for sick leave use. The investigation may include requiring the employee to be examined by a licensed medical practitioner selected and paid by the Employer. The Employer may also require the employee be examined by a medical practitioner chosen by the employee as part of the investigation, so long as the Employer pays all costs, fess, and/or expenses associated with the medical examination.

Section 23.7. An employee who exhausts sick leave and remains off work must use earned but unused vacation leave and compensatory time. The employee may choose whether to use vacation leave or compensatory leave first in such situations.

Section 23.8. Employees who have completed ten (10) years or more continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge or resignation in lieu of discharge. Eligible employees shall be entitled to convert twenty-five percent (25%) of their accumulate sick leave hours up to a maximum of two hundred forty (240) hours. County service shall mean only Warren County service. Payment shall be based upon the employee's rate of pay at the time of separation. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have reentered county service shall not be entitled to conversion upon subsequent separation. As it relates to employees hired after January 1, 2007 to qualify for payment, an employee must retire.

Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

Section 23.9. Upon submitting proper verification, by employee to Employer, employees who transfer between county departments or agencies, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment or transfer does not exceed ten (10) years. "Public agency" includes the state, counties, municipalities, all boards of education, libraries, townships, etc. within the state.

Section 23.10. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted in accordance with the County FMLA policy effective 12/19/13.

Section 23.11. Donated Time: Donated time shall be granted in accordance with the County's Leave Donation policy revised 1/17/09.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 24**  
**COURT TIME/STAFF MEETING**

Section 24.1. Whenever an employee is required to attend a staff meeting or appear on off-duty time before any official court or before the Prosecutor for matters pertaining to or arising from the employee's official duties, the employee shall receive two (2) hours pay at the overtime rate for such appearances. If an employee attends a staff meeting or appears before any official court for more than two (2) hours, or is required to make more than one appearance during any given off-duty day such excess time or additional appearances shall be compensated at one and one-half (1.5) times the employee's normal hourly rate of pay for all time spent in such appearances.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 25**  
**PERSONAL DAY LEAVE**

Section 25.1. Employees who do not use any unscheduled sick leave during any one hundred eighty (180) consecutive calendar day period shall be granted one (1) additional personal leave day with pay. A maximum of two (2) additional personal leave days can be earned during any calendar year. The consecutive day period provided for in this Section can begin at any time, and shall end one hundred eighty (180) calendar days later. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage upon return to work. Earned personal days must be taken within twelve (12) months of the date credited or the personal day(s) shall be forfeited.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 26**  
**CIVIL (JURY) LEAVE**

Section 26.1. The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by any court or other adjudicatory body as listed in this Article. The employee shall remit all funds paid by the court, excluding expenses, to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours.

Section 26.2. If an employee is required to serve court or jury duty outside of the employee's regularly scheduled work hours, the employee's schedule may be rearranged or flexed to avoid overtime and the time spent on jury duty shall be considered time worked.

Section 26.3. Employees appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc., shall not be eligible for pay under this section. These absences would be leave without pay, compensatory time, personal leave, or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 27**  
**MILITARY LEAVE**

Section 27.1. Employees shall be granted military leave in accord with the applicable state or federal law.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 28**  
**WORKERS' COMPENSATION**

Section 28.1. The parties agree to follow the provisions of County Personnel Policy Manual, Policy 5.03, revised 1/17/09.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 29**  
**LEAVE OF ABSENCE WITHOUT PAY**

Section 29.1. Upon the written request of an employee, the Employer may grant the employee a leave of absence without pay for appropriate reasons.

Section 29.2. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.

Section 29.3. Leave may be granted for a maximum of two (2) years for purposes of education, training, or specialized experience which would be of benefit to County Service by improved performance at any level, or for voluntary service in any governmental sponsored program of public betterment.

Section 29.4. With the exception of Family and Medical Leave, the authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request will be decided by the Employer based upon its merits. Except for emergency situations, employees shall request the leave thirty (30) days prior to the starting date of the leave.

Section 29.5. Upon returning from a leave of absence, the employee will be placed in his/her original position, at the appropriate rate of pay.

Section 29.6. When an employee fails to return to work within three (3) days of the expiration of an authorized leave of absence without pay, absent extenuating circumstances, that employee shall be considered to have resigned from the position as of the expiration date of the authorized leave.

Section 29.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on the leave of absence will be considered in determining length of service for purposes when tenure is a factor.

Section 29.8. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer may cancel the leave and provide the employee with written notice directing the employee to report for work within a reasonable amount of time. Disciplinary action may also be initiated.

**Date Tentatively Agreed: October 5, 2020**

**ARTICLE 30**  
**EXTENDED ILLNESS LEAVE WITHOUT PAY**

Section 30.1. Extended Illness Leave Without Pay has been established for the sole purpose of maintaining an employee's benefits when all other leave available has been exhausted and when the employee is in a no pay status and has a probability of returning to work from an illness or injury. Each case will be reviewed thoroughly by the Appointing Authority and the Appointing Authority will make the decision to grant or deny Extended Illness Leave Without Pay.

- A. A physically or mentally incapacitated employee, who has exhausted his/her Family Medical Leave, exhausted all his/her accumulated paid leave or donated leave and whom voluntary reduction or reasonable accommodation is not practicable; may request up to twelve (12) weeks of extended illness leave without pay.
- B. The employee must have the probability of returning to work once the physical or mental incapacity is manageable.
- C. Extended illness leave only applies to the employee; care for immediate family members does not qualify for extended illness leave.
- D. An employee must be in no pay status to apply for extended illness leave. All paid leave accumulated or donated must be used prior to applying for extended illness leave. Prior to applying for extended illness leave without pay the employee should discuss the possibility of leave donation with his/her Department Head to see if the situation is qualifying for leave donation.

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- E. If an employee has received leave donation after an extended illness leave without pay has been approved, the time the employee is compensated with leave donation will not be counted towards the twelve (12) weeks of extended illness leave without pay. Extended illness leave is without pay.
- F. The Employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.
- G. The employee must present evidence as to the probable date on which he/she will be able to return to the same or similar position and perform the essential functions with or without accommodation. Such request must be in writing, with evidence attached. Extended Illness Leave may be denied if sufficient evidence is not provided. At such time the Appointing Authority may pursue disability separation (see Policy 9.04: Disability Separation, revised 1/17/09).
- H. An employee who has been off work continuously for twenty-four (24) weeks, has exhausted all FMLA leave and all paid leave including leave donation may be required to provide documentation that the employee has applied for disability retirement with the Ohio Public Employees Retirement System prior to applying for extended illness leave without pay.
- I. The employee returning from Extended Leave Without Pay will be reinstated in accordance with Section 29.5 of this Agreement.
- J. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his Extended Leave Without Pay. An employee who does not return from Extended Leave Without Pay, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Extended Leave Without Pay."

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 31**  
**FUNERAL LEAVE**

Section 31.1. Due to the death of a member of the employee's immediate family the employee shall be granted up to five (5) days funeral leave chargeable to sick leave, vacation and/or comp time at the discretion of the employee. For purposes of this Article only, immediate family is defined as: mother, father, brother, sister, child, spouse, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent, step child, legal guardian, or other person who stands in the place of a legal parent.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 32**  
**UNION LEAVE**

Section 32.1. The union negotiating team shall be comprised of no more than five (5) individuals (no more than two [2] shall be in paid status at any time); additional personnel may sit with the negotiating team with prior approval of the Employer side. If negotiating sessions are set during employees' regular scheduled hours, they shall not suffer any loss of wages. **Members of the bargaining team shall endeavor to notify their shift supervisor of scheduled bargaining sessions that will require members of the union bargaining team to be released from duty for attendance at least fourteen (14) days before the bargaining session, or with as much advance notice as is practical if less than fourteen (14) days before the bargaining session.**

**Date Tentatively Agreed: October 5, 2020**

**ARTICLE 33**  
**INSURANCES**

Section 33.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit General Fund County employees.

Section 33.2. The Employer may provide a comprehensive plan, flexible benefits plan, a Health Savings Account Plan, or a preferred provider plan, etc. on the same basis as these plans are provided to non-bargaining unit General Fund County employees.

Section 33.3. If the Employer determines that it is necessary to implement a partial co-payment of insurance premiums by non-bargaining unit General Fund County employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Section 33.4. Bargaining unit employees shall receive the same Employer contribution to the Employer's HSA plan or plans as non-bargaining unit employees of the Board of County Commissioners for the same plan or plans on the same terms and conditions as the non-bargaining employees.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 34**  
**LAYOFF AND RECALL**

Section 34.1. When the Employer determines that a long-term layoff (lasting six [6] days or more) is necessary, he shall notify the affected employees and the Association fourteen (14) calendar days in advance of the effective date of the layoff. Employees and the Association will be notified of the Employer's decision to implement any temporary layoff (lasting five [5] days or less) five (5) calendar days prior to the effective day of the layoff. The Employer, upon request from the Association, agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with inverse seniority, as defined in Article 7 of this Agreement.

Section 34.2. Employees who are laid off shall be placed on a recall list based on seniority for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. ~~Employees in the ECO classification shall be offered the opportunity for recall before Call-Takers are recalled.~~ All recalled employees shall be returned to the same classification the employee held at the time of the layoff.

Section 34.3. Notice of recall shall be sent to the employee by certified mail with a copy to the Association. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 34.4. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 34.5. To the extent that a direct conflict exists, this Article specifically supersedes and/ or prevails over the specific provisions described in the Ohio Revised Code 124.321 through 124.328 and the Ohio Administrative Code 123:1-41-01 through 123:1-41-23.

~~Section 34.6. In the event of a layoff or job abolishment, all Call-Taker positions will be abolished before any Emergency Communications Operators are laid off or before any Emergency Communications Operator jobs are abolished.~~

**Date Tentatively Agreed: September 28, 2020**

**ARTICLE 35**



**NO STRIKE/NO LOCKOUT**

Section 35.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 36**  
**SAVINGS CLAUSE**

Section 36.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is invalid, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Association shall promptly meet for the purpose of negotiating a lawful alternative provision, in accordance with R.C. 4117.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 37**  
**WAIVER IN EMERGENCY**

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff (except weather related emergencies), or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

**Date Tentatively Agreed: December 31, 2020**

**ARTICLE 38**  
**ADDITIONAL CONDITIONS FOR CALL TAKERS**

~~Section 38.1. The use of the Call Taker classification will not be used to erode the number of Emergency Communications Operators. It is the Employer's intent to employ thirty two~~

Draft Tentative Agreement between WCDA and Warren County Board of Commissioners  
2021-2023

~~(32) Emergency Communication Operators and four (4) Call Takers. The Employer will make every effort to maintain at least thirty two (32) Emergency Communications Operators. In no event shall the Employer employ more than six (6) Call Takers at one time.~~

~~Section 38.2. There will not be more than three "signed off" Call Takers on duty at a time except in emergency situations requiring additional staffing as identified by the Director or designee.~~

~~Section 38.3. Call Taker duties shall generally include answering non-emergency telephone calls and 9-1-1 emergency telephone calls to Warren County except while Call Takers are actively receiving training to perform duties reserved for Emergency Communications Operators during a particular shift. Call Takers shall not perform duties reserved for Emergency Communications Operators, except when receiving training under the supervision of an Emergency Communications Operator or supervisor, including, but not limited to, conducting inquiries and inputting information into the Ohio L.E.A.D.S. system and answering and/or transmitting messages by emergency radio console. Call Takers will not be assigned to independently perform duties reserved for Emergency Communications Operators unless the Employer signs off that the Call Taker has completed the necessary training. Thereafter, any Call Taker assigned to independently perform duties reserved for Emergency Communications Operators shall be immediately promoted to Emergency Communications Operator.~~

~~Section 38.4 Emergency Communications Operators may/will be assigned to perform Call Taker duties, as needed.~~

~~Section 38.5 Emergency Communications Operator assigned to train Call Takers shall receive one dollar (\$1.00) per hour for each employee trained, such that an Emergency Communications Operator assigned to train two Call Takers at the same time shall receive two dollars per hour (\$2.00) for providing such training.~~

**Date Tentatively Agreed: September 28, 2020**

**ARTICLE 389**  
**DURATION**

~~Section 39.1. This Agreement shall be effective January 1, 2021 2018 and shall remain in full force and effect through 11:59 p.m., December 31, 2023 2020.~~

~~Section 39.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than eighty (80) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.~~

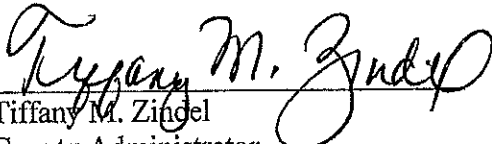
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**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the 2nd day of March, 2021.

FOR THE WARREN COUNTY  
COMMISSIONERS

WARREN COUNTY DISPATCH  
ASSOCIATION

  
\_\_\_\_\_  
Tiffany M. Zindel  
County Administrator

\_\_\_\_\_  
Doug Short  
WCDA President

\_\_\_\_\_  
Melissa Bour  
Warren County EMS Director

\_\_\_\_\_  
Jessup Gage, Esq.  
Hardin, Lazarus, & Lewis, LLC

\_\_\_\_\_  
Daniel A. Sabol, Esq.  
Fishel Downey Albrecht & Riepenhoff, LLP

**MEMORANDUM OF UNDERSTANDING**

**SUBJECT: Tactical Response Team**

This Memorandum shall apply to all members of the Warren County Dispatch Association selected to participate in the Warren County Tactical Response Unit (TRU):

**Compensation**

- 1) All hours of work or training with TRU in excess of the employee's normally scheduled forty (40) hours will be compensated at the regular overtime rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for the actual time spent working or training.
- 2) Once TRU has been called out, compensation will begin after the employee has called into the Supervisor/ECOIC and will end when released by the team leader. The employee is responsible for filling out an overtime form.
- 3) Call-in Pay as defined in Section 18.9 of the Dispatcher's Union Contract involving less than two hours will not apply to TRU call outs or training. The TRU member will be paid for a minimum of one (1) hour.
- 4) The employee may elect to be compensated with pay or comp time, as long as their accumulated comp hours do not exceed the sixty (60) hour limit.
- 5) Overtime spent working or training with TRU will not count toward the overtime equalization record.

**Scheduling/On Call**

- 1) A training schedule for TRU will be provided to the employee's shift supervisor as soon as it becomes available to the employee.
- 2) The employee will only be on call for TRU when the employee is not scheduled to work in dispatch. The employee's first consideration should be their job as an Emergency Communications Operator.
- 3) No employee because they are on the TRU team will self-dispatch to the scene of any police or fire incident.
- 4) No employee may respond to a TRU call during a shift on which they are off on vacation leave or compensatory time. Employees may respond to a TRU call occurring at a time other than their regular shift in these situations.

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Any alleged violations of this MOU may be addressed through the grievance/arbitration procedure set forth in the collective bargaining agreement.

Nothing in this MOU shall prohibit the Employer from discontinuing the TRU program.

**Date Tentatively Agreed: December 31, 2020**

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

# Resolution

Number 21-0289

Adopted Date March 02, 2021

APPROVE A MULTI-USE PATH AND PUBLIC UTILITIES EASEMENT & AGREEMENT TO THE CITY OF LEBANON FROM THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON THE WARREN COUNTY FAIRGROUNDS AND A MEMORANDUM OF UNDERSTANDING, THERETO, BETWEEN THE SAME OUTLINING THE RESPONSIBILITIES OF THE CITY OF LEBANON FOR STORM WATER MANAGEMENT REQUIREMENTS GENERATED BY THE CONSTRUCTION OF THE EVENT CENTER ON THE WARREN COUNTY FAIRGROUNDS AS CONSIDERATION TO THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS FOR SAID EASEMENTS AND AGREEMENT

WHEREAS, the City of Lebanon applied and was awarded funds from the State of Ohio to expand the City's Northern Bike Trail; and

WHEREAS, the Warren County Board of County Commissioners (BOCC) authorized a letter of support for the City of Lebanon's expansion of the Northern Bike Trail on the Warren County Fairgrounds (Fairgrounds); and

WHEREAS, the City of Lebanon sought and was granted a Right of Entry on the Fairgrounds from the BOCC on February 23, 2021 to perform necessary due diligence and environmental study on the anticipated route of the expanded Northern Bike Trail; and

WHEREAS, the City of Lebanon to complete the Northern Bike Trail project seeks to acquire easements across certain parcels, including across a part of the land owned by Warren County on the Fairgrounds as documented by the attached exhibits; and

WHEREAS, the City of Lebanon has agreed to certain obligations to Warren County as documented in the attached easements and Memorandum of Understanding as consideration for the granting of easements on the Fairgrounds by the BOCC; and


NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Administrator to enter in and sign the Multi-Use Path and Public Utilities Easement & Agreement and the Storm Water Management Memorandum of Understanding with the City of Lebanon, as attached and made a part hereof, with the City of Lebanon to expand the Northern Bike Trail located on the Warren County Fairgrounds.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Landey, Deputy Clerk

cc: c/a—City of Lebanon  
Easement file

Commissioners' file  
M. Russell

**Memorandum of Understanding Between the City of Lebanon  
and Warren County**


The City of Lebanon (referred to hereinafter as the "City") and the Warren County Commissioners, (referred to hereinafter as the "County") hereby enter into a Memorandum of Understanding ("MOU") to outline the responsibilities associated with the storm water detention requirements for the Warren County Event Center and the dedication of an easement to support the City's Northern Bike Trail Extension.

**THE CITY AND COUNTY AGREE:**

1. The City will incorporate the storm water management requirements (detention and water quality) being triggered by the construction of the Warren County Event Center on the fairgrounds property, as outlined in the development code and design documents, into the regional retention pond being constructed in Colonial Park South. There will be no additional cost assigned to the County and/or Warren County Agricultural Society for the Colonial Park South pond. This will alleviate the need to construct a separate storm water detention facility on the fairgrounds property for the event center.
  
2. The County will dedicate an easement to support the construction and City maintenance of a new bike path as outlined in Exhibits A, B, and C. The County will dedicate said easement at no expense to the City.

**WARREN COUNTY COMMISSIONERS**

By:

  
Tiffany Zindel

County Administrator

Date: 3/2/2021

**CITY OF LEBANON, OHIO**

By:

  
Scott Brunka

City Manager

Date: 3/1/21

Approved as to Form:

  
Bruce A. McGary

Assistant Prosecutor

## **Multi-Use Path and Public Utilities Easement & Agreement**

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This Multi-Use Path and Public Utilities Easement & Agreement (the "Agreement"), is made and entered into as of the date(s) stated below, and effective upon its recording of public record, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS (aka "Warren County, Ohio" and "The Board of County Commissioners of Warren County, Ohio" and "Board of Warren County Commissioners"), an Ohio county and political subdivision (the "County"), and the CITY OF LEBANON, an Ohio municipal corporation (the "City"). Both the County and City may be referred to jointly as the "Parties."

### **RECITALS**

A. The City desires to extend an existing multi-use path from downtown Lebanon up to Miller Road, the project being known as the City's Northern Bike Trail Extension (the "Project"); and,

B. In order to complete the Project, it is necessary for the City to acquire easements across certain parcels, including an easement across a part of the lands owned by the County known as the Warren County Fairgrounds; and,

C. The Project will traverse the part of the Warren County Fairgrounds titled to the County by virtue of a Quit-claim deed dated 3/5/1996, and recorded 4/9/1996, in O.R. Vol. 1211, Page 701, and a Quit-claim deed dated 3/5/1996, and recorded 4/9/1996, in O.R. Vol. 1211, Page 706, of the Warren County, Ohio Recorder's Office (the "County's Parcel"), previously identified as a 32.184 acre parcel (Parcel ID # 12-06-252-003 retired), that was reduced to a 26.184 acre parcel (Parcel ID # 12-06-252-007), due to an off-conveyance of a 6.0000 acre parcel (Parcel ID # 12-06-252-006) to the City recorded in Doc. # 2020-022336 on 06/25/2020; and,



D. The County supported the City in obtaining grant funds for the Project, and now desires to further support the Project by granting an easement to the City for the construction, use and maintenance in perpetuity of the extension of the multi-use path and public utilities across a part of the County's Parcel that will benefit the County, City and general public.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, restrictions and agreements contained herein, the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration recited herein, the receipt and sufficiency of which are hereby stipulated, the Parties hereto agree and declare as follows with the intent of being legally bound:

1. **Grant of Easement for Multi-Use Path Purposes.** County grants, for the benefit of the City a perpetual and non-exclusive easement over and across that limited part of County's Parcel as particularly described on the metes and bounds description attached hereto as Exhibit "A" and further illustrated on the Survey drawing attached hereto as Exhibit "B" (referenced thereon as the "Multi-Use Path & Public Utility Easement") and the GIS aerial map marked Exhibit "C", for the purpose of the City and its agents, employees, contractors and subcontractors, to survey, construct, use, operate, inspect, maintain and keep in repair thereon, replace and remove as needed, a multi-use path, subject to the applicable terms of this Agreement.

2. **Grant of Non-exclusive Utility Easement.** County grants, for the benefit of the City a perpetual and non-exclusive public utilities easement over, on, across and through that limited part of County's Parcel as particularly described on the metes and bounds description attached hereto as Exhibit "A" and further illustrated on the Survey drawing attached hereto as Exhibit "B" (referenced thereon as being a "Multi-Use Path & Public Utility Easement") and the GIS aerial map marked Exhibit "C", for the City and its agents, employees, contractors and subcontractors to survey, construct, use, operate, inspect, maintain and keep in repair thereon, replace and remove, public utilities, facilities and appurtenances thereto, subject to the applicable terms of this Agreement.

3. **City's Obligations.**

a) All improvements and appurtenances shall be constructed as shown on the construction plans for the Project on file with the City, a copy of which the County acknowledges has been provided prior to the execution of this Agreement.

b) At the time of completion of the multi-use path, prior to the project being open for public use, the City shall construct, maintain and keep in repair at all times thereafter, a fence per the County's specifications, a copy of which the City acknowledges has been provided prior to the execution of this Agreement.

c) The City shall be solely responsible for any costs of surveying, engineering, recordation of this Agreement, constructing, using, operating, inspecting, maintaining and keeping in repair thereon, replacing and removing the multi-use path and public utilities, plus and improvements and appurtenances thereto.

d) At all times, the City, at its sole expense, shall maintain or cause to be maintained general public liability insurance against claims of personal injury or death and property damage occasioned by any accident occurring in or on the Multi-Use Path and Public Utility Easement. The said insurance shall have a limit of not less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) in the aggregate, in respect to personal injury or death, and One Million Dollars (\$1,000,000) property damages, and such policy shall name County as an additional insured. The City shall provide to County evidence of the additional insured rider prior to the recording of this Agreement. Such insurance shall further provide that the County shall be given notice in writing at least 30 days prior to termination of such coverage.

e) With the exception of any natural features shown on the construction plans to be removed during construction, the City shall be responsible for restoration of the easement area to a condition as good as reasonably possible if any event necessitating restoration is caused by the City or its agents, contractors or employees, or any third party, but not better than existed prior to disturbing the easement area. Restoration includes without limitation compacting fill in the event of settling, seeding, and strawing, removing construction equipment and materials, mud and other debris from the easement area.

4) **Modifications.** Any or all provisions of this Agreement may be amended, terminated, rescinded, released or otherwise modified, in whole or in part, at any time and from time to time, only by a written document executed and acknowledged by both Parties or their respective successor and assigns. Any modifications must be recorded in the Recorder's Office of Warren County, Ohio.

5) **Injunctive Relief.** In the event of any breach, violation, threatened or anticipated breach of violation of any easement rights granted or obligations created under this Agreement, the

Parties shall, in addition to any and all other remedies available, be entitled to enforce the provisions of this Agreement by injunctive relief.

6) **No Dedication.** Nothing contained in this Agreement is intended nor shall it be construed as a dedication or conveyance of the multi-use path or public utilities easement, or any part thereof, to the City.

7) **Covenants to Run With Land.** The easements and the rights granted and obligations created by this Agreement are intended to create benefits, servitudes, rights, obligations and restrictions with respect to the Parties and they shall run with the land in perpetuity (unless and until modified or terminated in writing by both parties); and they shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8) **Non-Merger.** The easements, rights granted and obligations created by this Agreement are for the mutual benefit and protection of the Parties; and if there should at any time be common ownership of any or all of the Property, then it is the intention of the Parties hereto that there be no merger (by deed or estoppel) of such easements, rights and benefits and such obligations, restrictions and burdens into the respective fee estate, but rather that such easements, rights, benefits and such obligations, restrictions and burdens shall be separately preserved for the benefit of the Parties' successors and assigns.

9) **Notices.** Any notice required or desired to be given shall be deemed given when:

- a. delivered personally, or mailed by certified or registered mail, return receipt requested, addressed to the following:

To the County:           Attn. Warren County Administrator  
406 Justice Drive  
Lebanon, OH 45036

To the City:             Attn. City Manager  
50 S. Broadway Street  
Lebanon, OH 45036

10) **Severability.** If any provision of this Agreement is determined to be void and unenforceable by any court of competent jurisdiction, that determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

11) **Interpretation, Disputes and Litigation.** This Agreement is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules, and all disputes and litigation arising from this Agreement shall be brought or removed to a court of competent jurisdiction in Warren County, Ohio, unless the Parties mutually agree in writing to alternative dispute resolution.

12) **Exhibits.** Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part hereof.

13) **Execution by County.**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the County herein, has caused this Agreement to be executed by the County Administrator, on the date stated below, in accordance with Resolution No. 21-0289, dated 3/2/21

SIGNATURE: Tiffany Zindel  
NAME: Tiffany Zindel  
TITLE: County Administrator  
DATE: 3-2-2021

Approved as to form by:

By: Bruce A. McGary  
Bruce A. McGary, Asst. Pros.

14) **Execution by the City.**

IN EXECUTION WHEREOF, the City of Lebanon, the City herein, has caused this instrument to be executed by its City Manager, in accordance with Resolution No. \_\_\_\_\_, dated \_\_\_\_\_.

SIGNATURE: \_\_\_\_\_  
NAME: Scott Brunka  
TITLE: City Manager  
DATE: \_\_\_\_\_

Approved as to form by:

By: \_\_\_\_\_  
Mark S. Yurick, City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION**

BEING A MULTI-USE PATH AND PUBLIC UTILITY EASEMENT OVER, THROUGH, AND ACROSS OF A 32.184 ACRE TRACT OF LAND OWNED BY THE BOARD OF WARREN COUNTY COMMISSIONERS AS DESCRIBED IN OFFICIAL RECORD 1211, PAGE 701 OF THE WARREN COUNTY RECORDER'S OFFICE, SITUATE IN SECTION 6, TOWN 4, RANGE 3, CITY OF LEBANON, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing for reference at an iron pin found at the Grantor's southwest property corner and being the northwest property corner of a 15.339 acre tract owned by The Board of Education of the Lebanon Exempted Village School District as described in Deed Book 251, Page 431 and being on the east property line of the Village of Lebanon (Lebanon Cemetery) as described in Deed Book 301, Page 484;

thence, North 05°-19'-38" East, 2.10 feet, along said Grantor's west property line to the principal place of beginning of the easement herein described;

thence, North 05°-19'-38" East, 35.00 feet, along said Grantor's west property line to a point;

thence, North 59°-55'-19" East, 57.90 feet, along a new easement line to a point;

thence, on a curve to the right with a radius of 130.00 feet, an arc distance of 73.79 feet, a delta angle of 32°-31'-20", and a chord bearing North 76°-10'-59" East, 72.80 feet, along a new easement line to a point;

thence, South 87°-33'-21" East, 312.66 feet, along a new easement line to a point;

thence, on a curve to the left with a radius of 135.00 feet, an arc distance of 56.05 feet, a delta angle of 23°-47'-13", and a chord bearing North 80°-33'-02" East, 55.65 feet, along a new easement line to a point;

thence, North 68°-39'-26" East, 3.49 feet, along a new easement line to a point;

thence, on a curve to the right with a radius of 265.00 feet, an arc distance of 141.08 feet, a delta angle of 30°-30'-12", and a chord bearing North 83°-54'-32" East, 139.42 feet, along a new easement line to a point;

thence, South 80°-50'-23" East, 174.72 feet, along a new easement line to a point;

thence, on a curve to the left with a radius of 85.00 feet, an arc distance of 24.87 feet, a delta angle of 16°-45'-46", and a chord bearing South 89°-13'-16" East, 24.78 feet, along a new easement line to a point;

thence, North 82°-23'-51" East, 44.77 feet, along a new easement line to a point;

thence, on a curve to the right with a radius of 315.00 feet, an arc distance of 114.14 feet, a delta angle of 20°-45'-45", and a chord bearing South 87°-13'-18" East, 113.52 feet, along a new easement line to a point;

thence, South 76°-50'-27" East, 40.41 feet, along a new easement line to a point of said Grantor's east property line and being on the west property line of a Lot 8345 of Lebanon Public Safety Campus as recorded in Plat Book 102, Page 24;

thence, South 06°-31'-29" West, 25.17 feet, along said Grantor's east property line to a point;

thence, North 76°-50'-27" West, 43.32 feet, along a new easement line to a point;

thence, on a curve to the left with a radius of 290.00 feet, an arc distance of 105.08 feet, a delta angle of 20°-45'-42", and a chord bearing North 87°-13'-18" West, 104.51 feet, along a new easement line to a point;

thence, South 82°-23'-51" West, 44.77 feet, along a new easement line to a point;

thence, on a curve to the right with a radius of 110.00 feet, an arc distance of 4.16 feet, a delta angle of 02°-10'-06", and a chord bearing South 83°-28'-54" West, 4.16 feet, along a new easement line to a point;

thence, South 15°-11'-17" West, 25.87 feet, along a new easement line to a point;

thence, North 74°-48'-43" West, 10.00 feet, along a new easement line to a point;

thence, North 15°-11'-17" East, 22.64 feet, along a new easement line to a point;

thence, on a curve to the right with a radius of 110.00 feet, an arc distance of 17.51 feet, a delta angle of 09°-07'-10", and a chord bearing North 85°-23'-57" West, 17.49 feet, along a new easement line to a point;

thence, North 80°-50'-23" West, 174.72 feet, along a new easement line to a point;

thence, on a curve to the left with a radius of 240.00 feet, an arc distance of 70.81 feet, a delta angle of 16°-54'-15", and a chord bearing North 89°-17'-30" West, 70.55 feet, along a new easement line to a point;

thence, South 26°-41'-00" East, 23.20 feet, along a new easement line to a point;

thence, South 63°-19'-00" West, 10.00 feet, along a new easement line to a point;

thence, North 26°-41'-00" West, 26.39 feet, along a new easement line to a point;

thence, on a curve to the left with a radius of 240.00 feet, an arc distance of 46.47 feet, a delta angle of 11°-05'-36", and a chord bearing South 74°-12'-14" West, 46.39 feet, along a new easement line to a point;

thence, South 68°-39'-26" West, 3.49 feet, along a new easement line to a point;

thence, on a curve to the right with a radius of 160.00 feet, an arc distance of 66.43 feet, a delta angle of 23°-47'-13", and a chord bearing South 80°-33'-02" West, 65.95 feet, along a new easement line to a point;

thence, North 87°-33'-21" West, 194.98 feet, along a new easement line to a point;

thence, South 01°-42'-35" West, 49.49 feet, along a new easement line to a point;

thence, North 88°-17'-25" West, 10.00 feet, along a new easement line to a point;

thence, North 01°-42'-35" East, 49.61 feet, along a new easement line to a point;

thence, North 87°-33'-21" West, 81.08 feet, along a new easement line to a point;

thence, South 02°-26'-39" West, 5.00 feet, along a new easement line to a point;

thence, North 87°-33'-21" West, 26.61 feet, along a new easement line to a point;

thence, on a curve to the left with a radius of 100.00 feet, an arc distance of 56.76 feet, a delta angle of 32°-31'-20", and a chord bearing South 76°-10'-59" West, 56.00 feet, along a new easement line to a point;

thence, South 59°-55'-19" West, 55.15 feet, along a new easement line to a point;

thence, on a curve to the left with a radius of 181.00 feet, an arc distance of 23.09 feet, a delta angle of 07°-18'-35", and a chord bearing South 63°-34'-36" West, 23.08 feet, along a new easement line to the principal place of beginning.

Containing 0.641 acres more or less and all being subject to any legal highways and easements of record.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network.

The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, based on a field survey performed under his direct supervision and dated January 13, 2021.

Allen J. Bertke  
Allen J. Bertke, PS #8629



01/13/2021  
Date



# EXHIBIT B

BEING A MULTI-USE PATH &  
PUBLIC UTILITY EASEMENT  
SITUATED IN SECTION 6, TOWN 4, RANGE 3,  
CITY OF LEBANON,  
WARREN COUNTY, OHIO

LEBANON PUBLIC SAFETY CAMPUS

P.B. 102, PG. 24  
LOT 8345  
CITY OF LEBANON  
D.N. 2020-024717  
5.8202 ACRES

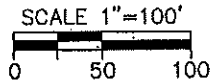
I.P.F.

N06°31'29"E  
21.07'

TRUPOINTE  
L9 COOPERATIVE INC.  
D.B. 175, PG. 513  
2.589 ACRES

I.P.F.

THE BEARINGS ARE BASED ON  
NAD 83 CORS 2011 ADJUSTMENT,  
OHIO SOUTH ZONE, GEOID 18,  
ODOT VRS CORS NETWORK



BOARD OF  
WARREN COUNTY  
COMMISSIONERS  
O.R. 1211, PG. 701  
32.184 ACRES

EASEMENT  
0.641 ACRES

THE BOARD OF EDUCATION  
OF THE LEBANON EXEMPTED  
VILLAGE SCHOOL DISTRICT  
D.B. 251, PG. 431  
15.339 ACRES

LEBANON CEMETERY  
VILLAGE OF LEBANON  
D.B. 301, PG. 484  
45.998 ACRES

**Choice One**  
Engineering

SIDNEY, OHIO 937.497.0200  
LOVELAND, OHIO 53.239.8554  
www.CHOICEONEENGINEERING.com

DATE: 01-13-2021
DRAWN BY: CJF
JOB NUMBER: WARLEB2007
SHEET NUMBER 1 OF 2

# EXHIBIT B

BEING A MULTI-USE PATH &  
PUBLIC UTILITY EASEMENT  
SITUATED IN SECTION 6, TOWN 4, RANGE 3,  
CITY OF LEBANON, WARREN COUNTY, OHIO

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	130.00'	32°31'20"	73.79'	N76°10'59"E	72.80'
C2	135.00'	23°47'13"	56.05'	N80°33'02"E	55.65'
C3	265.00'	30°30'12"	141.08'	N83°54'32"E	139.42'
C4	85.00'	16°45'46"	24.87'	S89°13'16"E	24.78'
C5	315.00'	20°45'45"	114.14'	S87°13'18"E	113.52'
C6	290.00'	20°45'42"	105.08'	N87°13'18"W	104.51'
C7	110.00'	02°10'06"	4.16'	S83°28'54"W	4.16'
C8	110.00'	09°07'10"	17.51'	N85°23'57"W	17.49'
C9	240.00'	16°54'15"	70.81'	N89°17'30"W	70.55'
C10	240.00'	11°05'36"	46.47'	S74°12'14"W	46.39'
C11	160.00'	23°47'13"	66.43'	S80°33'02"W	65.95'
C12	100.00'	32°31'20"	56.76'	S76°10'59"W	56.00'
C13	181.00'	07°18'35"	23.09'	S63°34'36"W	23.08'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N05°19'38"E	2.10'
L2	N05°19'38"E	35.00'
L3	N59°55'19"E	57.90'
L4	N68°39'26"E	3.49'
L5	N82°23'51"E	44.77'
L6	S76°50'27"E	40.41'
L7	S06°31'29"W	25.17'
L8	N76°50'27"W	43.32'
L9	S82°23'51"W	44.77'
L10	S15°11'17"W	25.87'
L11	N74°48'43"W	10.00'
L12	N15°11'17"E	22.64'
L13	S26°41'00"E	23.20'
L14	S63°19'00"W	10.00'

L15	N26°41'00"W	26.39'
L16	S68°39'26"W	3.49'
L17	S01°42'35"W	49.49'
L18	N88°17'25"W	10.00'
L19	N01°42'35"E	49.61'
L20	N87°33'21"W	81.08'
L21	S02°26'39"W	5.00'
L22	N87°33'21"W	26.61'
L23	S59°55'19"W	55.15'

**ChoiceOne**   
Engineering

SIDNEY, OHIO 937.497.0200  
LOVELAND, OHIO 53.239.8554  
www.CHOICEONEENGINEERING.com

DATE:  
01-13-2021

DRAWN BY:  
CJF

JOB NUMBER:  
WARLEB2007

SHEET NUMBER

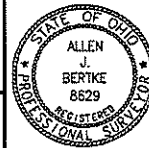
2 OF 2

EXHIBIT C

WARREN COUNTY  
COMMISSIONERS  
N. BROADWAY ST.  
O.R. # 211701  
P.D. # 230252007  
ACCOUNT # 5319263

LEBANON CEMETERY  
HUNTER ST.  
DB 301/434  
PID # 206401001  
CEMETERIES  
ACCOUNT # 5141382

LEBANON PUBLIC SAFETY CAMPUS  
N. BROADWAY ST.  
O.R. # 211701  
P.D. # 230252007  
ACCOUNT # 5319263



**ChoiceOne**  
Engineering

DATE:  
02-25-2021  
DRAWN BY:  
AJB  
JOB NUMBER:  
WARLEB2007  
SHEET NUMBER

*Allen J. Bertke*  
ALLEN J. BERTKE, P.S. #8629

02-25-2021  
DATE

OHIO, OHIO 43122-0000  
LOVELAND, OHIO 43120-3534  
www.CHOICEONEENGINEERING.com

1 of 1

# Resolution

Number 21-0290

Adopted Date March 02, 2021

## APPROVE NOTICE OF INTENT TO AWARD BID FOR THE UNION ROAD BRIDGES #33-4.92 & #33-5.16 REHABILITATION PROJECT

WHEREAS, bids were closed at 9:00 a.m., February 23, 2021, and the bids received were opened and read aloud for the Union Road Bridges #33-4.92 & #33-5.16 Rehabilitation Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Roy Henson, Warren County Bridge Engineer, DDK Construction, 7259 Dog Trot Road, Cincinnati, Ohio, has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Roy Henson, that it is the intent of this Board to award the bid to DDK Construction, for a total bid price of \$484,882.05; and

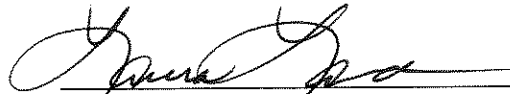
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

KH/

cc: Engineer (file)  
OMB Bid file

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

# Resolution

Number 21-0291

Adopted Date March 02, 2021

APPROVE UPDATED AGREEMENT NO. 020121CH1 (SERVICE AGREEMENT) TO THE CURRENT HOME INCARCERATION AGREEMENT WITH BI INCORPORATED FOR ELECTRONIC MONITORING/SERVICE ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT SERVICES, COMMUNITY CORRECTIONS DIVISION

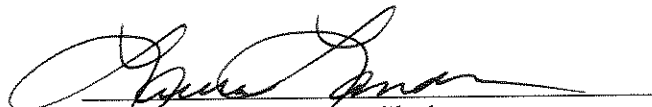
BE IT RESOLVED, to approve updated Agreement #020121CH1 to the current Home Incarceration Agreement with BI Incorporated for electronic monitoring/service on behalf of Warren County Common Pleas Court Services, Community Corrections Division; said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: c/a — BI Incorporated  
Community Corrections (file)  
Common Pleas (file)

**ELECTRONIC MONITORING SERVICE AGREEMENT  
AGREEMENT 020121CH1**

This Electronic Monitoring Service Agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and BOARD OF WARREN COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT, COMMUNITY CORRECTIONS DIVISION ("Agency") with its principal place of business at 550 Justice Dr. Lebanon, OH 45036. This Agreement is effective as of the date of the last signature below ("Effective Date"). Capitalized terms in this Agreement have the meanings as set forth in Section 16, as defined where used in this Agreement, or if not in the foregoing, based on their context, as commonly used within the industry. The parties agree as follows:

1. **PURCHASE OF SERVICES.** Pursuant to the terms of this Agreement and orders accepted by BI, Agency may purchase, and BI shall sell to Agency certain Monitoring Services as listed on Exhibit A, attached hereto and incorporated herein.

2. **MONITORING SERVICE**

2.1 **Description.** The "Monitoring Service" as set forth in Exhibit A may include Equipment or Units, Software Applications, and/or access to BI's central host computer system running the Software Applications. Units are issued to the customers or placed on Clients by the Agency. The Units communicate with the Software Applications through cellular telephone service or the Client's landline telephone service, which are subject to the telco terms and conditions.

2.2 **System Maintenance.** Agency acknowledges that BI must perform periodic maintenance on the host computer systems. The system may be inaccessible during the performance of such maintenance. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. **BI's SERVICES**

3.1 **Training.**

3.1.1 **Initial Training.** BI will provide an initial training session at no cost to Agency regarding the operation and use of the Monitoring Services elected. Agency is required to complete training prior to the commencement of marketing or selling the Monitoring Services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training.

3.1.2 **BI TotalAccess Training.** All BI TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 **Additional Training.** Additional training is available subject to applicable service fees.

3.2 **Agency Support.** BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, Monitoring Services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

3.3 **Rental Maintenance.** BI shall maintain the Equipment at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency's negligence or (ii) the damage or destruction of the Equipment by parties other than BI, including but not limited to Client's mishandling of Equipment. Shipment shall be in accordance with BI's Return Material Authorization (RMA) Policy described in subsection 4.5 below.

3.4 **Telecommunications Service.** Certain BI products require wireless telecommunications service ("Telco Service") in order to transmit voice and/or data from the device. BI products requiring wireless telecommunications service include BI ExacuTrack One (commonly referred to as "ET1"), BI HomeGuard 206 (commonly referred to as "HG206"), BI TAD Plus Cellular (commonly referred to as "TAD Cellular"), and SL2 and SL3 (commonly referred to as "SL2" and "SL3"). BI products requiring Telco Service may change from time to time. Agency is responsible for payment to BI of charges for Telco Service. Failure to pay these charges may result in suspension or termination of Telco Service, without which the device cannot transmit monitoring or tracking information to Agency.

**3.5 Service Interruption.** The Monitoring Services are made available to Clients when the Equipment is in operating range of the provider of such Monitoring Services. In addition, Monitoring Services may be temporarily interrupted, refused or limited at any time because of transmissions limitations caused by atmospheric and topographical factors outside of BI's or service provider's control, or equipment modifications, upgrades, repairs or similar other activities. Individual data transmissions may be involuntarily delayed for a variety of reasons, including the above, weak batteries, system over-capacity, and the Client's movement outside of the service area.

#### **4. EQUIPMENT AND UNITS**

**4.1 Supplied by BI.** All orders for Units are subject to BI's reasonable review and acceptance consistent with this Agreement. BI shall have no liability to Agency with respect to orders that are not accepted. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice from Agency of such need at least five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI hereunder shall be subject to all charges set forth in Exhibit A, as applicable. Agencies utilizing such BI supplied Equipment, and except as expressly set forth otherwise on Exhibit A, shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and tool kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A.

**4.2 Supplied by Agency.** Agency may, subject to prior written approval by BI, supply its own equipment to be utilized in connection with the Monitoring Services. Any such equipment must be compatible with BI's host computer monitoring system. Equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Supplies for equipment owned or supplied by Agency.

**4.3 Inspection of Equipment.** Upon two (2) business days' prior notice, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting and observing its use, or conducting an inventory count.

**4.4 Freight.** BI will pay for the cost to ship Units and other Equipment, Supplies and accessories to Agency and to ship Units and other Equipment from Agency pursuant to the RMA policy below. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the full cost of such alternative shipping method.

**4.5 Return Material Authorization (RMA) Policy.** Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, without an RMA number, or not eligible for BI rental maintenance (e.g., Client or Agency damaged the Equipment) will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

#### **5. AGENCY'S OBLIGATIONS.**

**5.1** Agency represents and warrants during the Term that Agency shall:

- (i) retain complete authority and responsibility for Client selection, enrollment and alert management;
- (ii) be responsible for all liaison work with the involved courts and/or agencies;
- (iii) fulfill all Agency requirements to access and utilize the Monitoring Service;
- (iv) perform or oversee orientation and Equipment guidelines in compliance with applicable BI policies;
- (v) ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment;
- (vi) be responsible for the proper use, management and supervision of Equipment; and
- (vii) ensure that users have completed training in access and use of the Monitoring Service, including BI TotalAccess.

**5.2** Agency represents and warrants during the Term that it shall: (1) notify its customers and Clients that Monitoring Services should only be used for the purposes and in the manner for which they were designed and supplied, and that warning notices should not be removed or obscured, (2) pass through all applicable Documentation provided by BI to its customers and Clients, (3) not remove or obscure any warning notices displayed on Equipment, (4) not breach any customer or Client agreement; (5) not mishandle or use the Monitoring Services in an unauthorized manner or authorize or promote a customer or Client to do so; (6) not use or promote

the use of any Monitoring Services in combination with equipment, software, or other items not intended or authorized for use with the Equipment, or in an application or environment for which they were not designed, or authorize or promote a customer or Client to do so; and (7), not make any statements, claims, representations or warranties relating to Monitoring Services, other than as authorized or made by BI in writing.

## 6. COST OF SERVICES

**6.1 Unit Rental Charge.** If renting Units from BI, Agency shall pay to BI a daily rental rate for each Unit, or component thereof as applicable, provided by BI (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A, and may be revised on a periodic basis upon reasonable prior written notice from BI to Agency. Agency or its Clients continued use of the rented Units, or components thereof as the case may be, acknowledges and accepts such modified Unit Rental Charge.

**6.2 Service Charge.** In addition to the Unit Rental Charge, every Active Unit is subject to a daily service charge for the active Monitoring Service as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.

**6.3 Payment Terms.** BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of invoice date. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

**6.4 Taxes.** Agency represents that it is tax exempt and will provide BI such certificates, forms or other evidence of exempt status as may be necessary to satisfy the relevant tax authority. If Agency is not able to satisfy the relevant tax authority, then except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

## 7. TERM, TERMINATION, RENEWAL

**7.1 Term.** The initial term of this Agreement is for one (1) year from the Effective Date, unless otherwise terminated as provided for herein (collectively, the "Term").

**7.2 Termination for Convenience.** This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.

**7.3 Notice.** Except as otherwise expressly set forth in this Agreement, all notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail, overnight international courier with tracking, or physically delivered by messenger. Notices shall be deemed received within five (5) days if sent by certified mail, and within one (1) day if sent by overnight international courier, and day of if delivered by messenger.

**7.4 Termination for Default.** This Agreement may be terminated by a party upon prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of the Agreement, and does not remedy such default or breach within thirty (30) days following the date of receipt of such notice.

**7.5 Return.** Upon expiration or termination of this Agreement, Agency shall immediately return all BI property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the Term or thereafter.

**7.6 Survival.** The following sections (and their subsections) shall survive the termination of this Agreement: 6, 7.3, 7.5, 7.6, 8 through 16, and all defined terms used within the foregoing.



## 8. LIMITATION OF LIABILITY

**8.1** Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill its responsibilities set forth in this Agreement.

**8.2 Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BI EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. BI EXPRESSLY DISCLAIMS THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT ARE IMPERVIOUS TO TAMPERING, COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

**8.3 Limitation of Damages.** IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT. BI'S DIRECT LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY AGENCY DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.

**8.4 Acts.** IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

**8.5 Telecom.** Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downtime or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

## 9. LIABILITY

**9.1 Liability.** Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

## 10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

**10.1 Intellectual Property.** As between the parties hereto, BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.

**10.2 Confidential Information.** Unless otherwise required by law including but not limited to the Ohio Public Records Act, or by court order, Agency agrees to hold in confidence and not disclose to any party, other than authorized employees under similar terms of confidentiality as set forth herein, the Documentation or any confidential information or trade secrets of BI.

**10.3 Access.** BI will issue Agency a login ID and a password for use in accessing BI TotalAccess and the specific Client information for Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful and secure control of the login ID and password. Agency agrees to maintain its password as private and confidential and to take all reasonable measures to maintain the careful control and security of the login ID and password. Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and

password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password or account.

**10.4 Prohibited Use.** Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology. Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the Term or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

**10.5 Restricted Access.** Agency agrees not to make any attempt to gain any unauthorized access to any other user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and are deemed a material breach of this Agreement and may be reported to applicable authorities. All access to Software Applications are subscription based, and the rights to access such services expire upon the expiration of the applicable order or upon Agency's failure to pay for such services (i.e., services are not perpetual).

**11. INSURANCE.** Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect. Appropriate self-insurance may be substituted by Agency for coverage requirements hereunder.

**12. FORCE MAJEURE.** BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's reasonable control.

**13. GENERAL**

**13.1 Agreement.** Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement and are hereby rejected by BI. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement and the referenced attachments hereto. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

**13.2 Execution.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**13.3 Independent Contractor.** Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Agency shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Agency acknowledges that it has not paid a franchise fee of any kind to BI to enter into this Agreement. The parties acknowledge that there is no community of interest between Agency and BI.

**13.4 Compliance With Law.** Each party shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements (as each of the foregoing may be amended or modified from time to time) relating to or affecting this Agreement and Equipment.

**13.5 Previous Agreement.** Upon full execution of this agreement, Electronic Monitoring Service Agreement No. 032019MV2 shall terminate.

**14. GOVERNING LAW.** This Agreement shall be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

**15. ASSIGNMENT AND SUBCONTRACTING.** This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written consent of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

**16. DEFINITIONS.**

**16.1 "Active Unit"** means a Unit which is assigned to a Client and activated in TotalAccess.

**16.2 "Active Day"** means any day, or any portion thereof, in which there is an Active Unit.

**16.3 "Authorized Personnel"** means those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.

**16.4 "Client"** means a person subject to Agency's electronic monitoring program.

**16.5 "Confidential Information"** means any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.

**16.6 "Documentation"** means user guides, reference manuals, and other documentation provided by BI in connection with the Equipment, and Software Applications used under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.

**16.7 "Equipment" or "Unit"** means manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.

**16.8 "GPS"** means a global positioning system.

**16.9 "Software Application"** means software applications made available by BI for use by Agency and/or Clients under this Agreement, including, but not limited to, BI TotalAccess®, BI Analytics™, and BI SmartLINK™.

**16.10 "Supplies"** means straps, latches, batteries, and similar items for the Equipment.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

BOARD OF WARREN COUNTY COMMISSIONERS  
ON BEHALF OF WARREN COUNTY COMMON  
PLEAS COURT, COMMUNITY CORRECTIONS  
DIVISION

*Danna Copland*  
Signature

DANNA COPLAND  
Printed Name

VP FINANCE  
Printed Title

2/09/21  
Date

*D. Young*  
Signature

David Young  
Printed Name

President  
Printed Title

3/2/21  
Date

APPROVED AS TO FORM

*Keith W. Anderson*

Keith W. Anderson  
Asst. Prosecuting Attorney

**EXHIBIT A**

**MONITORING SERVICES**

- I. **Spares Billing Deferment** - Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence for SL3 Units.
- II. **Lost & Damaged Equipment Billing** - See Attachment A to Exhibit A for annual lost and damage example.
- III. **Equipment; Services and Fees** - Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

**A. TAD UNIT TERMS AND CHARGES:**

Service Type – Standard Automated

**TAD ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Alcohol Only Charge:	\$6.35	per Unit per day.

**TAD WITH RF CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD with RF Charge:	\$6.35	per Unit per day.

**TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Unit Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – Alcohol Only Charge:	\$7.70	per Unit per day.

**TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – with RF Monitoring Charge:	\$7.70	per Unit per day.

**ADDITIONAL SERVICES:**

1. **TAD Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, fifteen (15) inactive TAD unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD units in excess of the 15 spare(s) allowance, Agency will incur a \$4.35 charge per unit per day.
2. **No TAD Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Unit - \$1,750.00 each; HomeBase (non-cellular) - \$1,750.00 each. TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.
3. **TAD Cellular HomeBase No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, fifteen (15) inactive TAD Cellular HomeBase(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBases in excess of the 15 spare(s)] allowance, Agency will incur a \$1.35 charge per unit per day.
4. **No TAD Cellular HomeBase Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBases. Replacement cost for the TAD Cellular HomeBase is \$2,250.00 each.
5. **Additional Supplies:** Fiber optic strap \$30.00.
6. **Reasonable Supplies:** BI will provide reasonable supplies for supply items excluding the fiber optic strap.

**B. SL2 UNIT**

<b>SL2 Unit Rental Charge:</b>	\$2.85	per day per Unit from BI inventory.
<b>SL2 Unit Monitoring Service Charge:</b>	\$2.60	per Unit per Active Day.
<b>Total SL2 Unit Charge:</b>	\$5.45	per Unit per day.

**ADDITIONAL SERVICES:**

1. **SL2 Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, six (6) inactive SL2 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the six (6) spares allowance, Agency will incur a \$2.85 charge per unit per day.
2. **No SL2 Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL2 Units. Replacement cost for SL2 Units is \$800.00 each.
3. **SL2 Accessories:** BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.
4. **SL2 Telco Service Charge:** SL2 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL2 units which have not incurred data usage fees for at least 180 consecutive days.

**C. SL3 UNIT**

<b>SL3 Unit Rental Charge:</b>	\$2.85	per day per Unit from BI inventory.
<b>SL3 Unit Monitoring Service Charge:</b>	\$2.60	per Unit per Active Day.
<b>Total SL3 Unit Charge:</b>	\$5.45	per Unit per day.

**ADDITIONAL SERVICES:**

1. **SL3 Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, six (6) inactive SL3 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL3 Units in excess of the six (6) spares allowance, Agency will incur a \$2.85 charge per unit per day.
2. **No SL3 Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL3 Units. Replacement cost for SL3 Units is \$800.00 each.
3. **SL3 Accessories:** BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.
4. **SL3 Telco Service Charge:** SL3 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL3 units which have not incurred data usage fees for at least 180 consecutive days.
- 5.

**D. LOC8 / LOC8 XT**

**Service Type – Standard**

**LOC8 / LOC8 XT Component Rental:** \$2.20 per day per Unit provided from BI inventory.

**OPTION A: LOC8 / LOC8 XT WITH 1.60.W15.C0.ZX SERVICE:**

LOC8 / LOC8 XT - GPS Collection Rate once 1 per minute, Data Transmission every 60 minutes, Wi-Fi Locate every 15 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 / LOC8 XT 1.60.W15.C0.ZX Service:** \$1.25 per day per Unit provided from BI inventory.

**LOC8 / LOC8 XT 1.60.W15.C0.ZX Total:** \$3.45 (total of LOC8 Components and LOC8 / LOC8 XT 1.60.W15.C0.ZX Service charges)

**OPTION B: LOC8 / LOC8 XT WITH 1.15.W5.C0.ZX SERVICE:**

LOC8 / LOC8 - GPS Collection Rate once 1 per minute, Data Transmission every 15 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 / LOC8 XT 1.15.W5.C0.ZX Service:** \$1.25 per day per Unit provided from BI inventory.

**LOC8 / LOC8 XT 1.15.W5.C0.ZX Total:** \$3.45 (total of LOC8 Components and LOC8 / LOC8 XT 1.15.W5.C0.ZX Service charges)

**OPTION C: LOC8 / LOC8 XT WITH 3.720.W15.C0.ZX SERVICE:**

LOC8 / LOC8 XT - GPS Collection Rate once every 3 minutes, Data Transmission every 720 minutes, Wi-Fi Locate every 15 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 / LOC8 XT 3.720.W15.C0.ZX Service:** \$1.25 per day per Unit provided from BI inventory.

**LOC8 / LOC8 XT 3.720.W15.C0.ZX Total:** \$3.45 (total of LOC8 Components and  
LOC8 / LOC8 XT 3.720.W15.C0.ZX Service charges)

**ADDITIONAL SERVICES:**

1. **LOC8 / LOC8 XT Unit No-charge Spare(s):** Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, Fifteen (15) LOC8 Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive LOC8 Units in excess of the Fifteen (15) spare(s) allowance, Agency will incur a \$2.20 charge per unit per day.
2. **No LOC8 / LOC8 XT Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 Equipment.
3. **Replacement costs:** LOC8 Classic & LOC8 XT Tracking Unit - \$2,099.00 each; LOC8 Beacon (Classic Unit) - \$300.00 each; LOC8 XT Beacon & Charger Combo - \$300.00 each.
4. **Additional Supplies:** LOC8 (Classic Unit) Wall Charger - \$49.00 each; LOC8 Pod Battery - \$35.00 each.  
LOC8 XT Wall Charger - \$95.00; LOC8 XT Transfer Battery - \$95.00 each.
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.





# BI Incorporated Customer Business Services Department

**Example:**

**Assumptions for illustration purposes:**  
Customer has a 5% annual lost/damaged allowance on HomeGuard units.  
Customer's contract year runs from July 2015 through June 2016.

During the contract year the customer has reported the following equipment as lost.

1 HomeGuard Receiver  
Replacement cost = \$1,320.00 each  
Subtotal \$1,320.00

2 HomeGuard Transmitters  
Replacement cost = \$575.00 each  
Subtotal \$1,150.00

During the contract year the customer has reported the following equipment as damaged.

1 HomeGuard Receiver  
Repair cost = \$350.00  
Subtotal = \$350.00

Total lost and damaged equipment for the contract year was \$2,820.00

**Active HomeGuard days for which the customer was billed were as follows:**

July 2015 . . . . .	1050	Jan 2016 . . . . .	1125
Aug 2015 . . . . .	1035	Feb 2016 . . . . .	1070
Sep 2015 . . . . .	1020	Mar 2016 . . . . .	1032
Oct 2015 . . . . .	1005	Apr 2016 . . . . .	1016
Nov 2015 . . . . .	929	May 2016 . . . . .	903
Dec 2015 . . . . .	962	June 2016 . . . . .	910

**Based on these assumptions, lost/damaged billing is calculated as follows:**

- Total Active HomeGuard days for the year = 12,157
- 12,157 active units/day ÷ 365 days = 33.31 average active units over the year
- Allowance = 5% so 33.31 x .05 = 1.67 units allowed
- Replacement cost for one complete HomeGuard unit = \$1,895.00
- 1.67 units allowed x \$1,895.00 = \$3,164.65
- Customer is allowed to lose HomeGuard equipment worth \$3,164.65 for this contract year.
- Actual lost/damaged equipment was \$2,820.00.
- Since the customer was within their allowance there is no lost/damaged billing for this contract year.

## BI LOST & DAMAGED EQUIPMENT BILLING

When a customer has an annual allowance for lost and damaged equipment it means they are allowed to lose or damage equipment up to that annual allowance without incurring any charges. A lost/damaged allowance may either be a fixed quantity of units (i.e. the customer is allowed to lose one unit per year without charge) or a percentage of the average active units for the customer over a year's time. A lost/damaged allowance is specific to one type of equipment, but customers may have allowances for several different equipment types.

Since the allowance is an annual one, lost and damaged billing is calculated at the end of the customer's contract year. (This may or may not coincide with the calendar year). Any equipment reported lost by the customer during the year is logged into a spreadsheet which will be available for review at billing time. Any equipment received back at BI in damaged condition is also logged in this spreadsheet, along with the repair cost. This information is accumulated until the end of the contract year, when billing occurs.

**Billing is calculated as follows:**

Let's say that a customer has a 5% annual allowance on BI HomeGuard® units. This means the customer is allowed to lose up to 5% of their average active HomeGuard units over a year's time without being billed.

In order to determine the average active HomeGuard units, we will look back at the customer's HomeGuard usage for the 12-month period covered. We add up all Active HomeGuard days for those twelve months and divide by 365. This gives the average HomeGuard units over the year.

This number is multiplied by 5% which tells us how many units the customer is allowed to lose at no charge. We multiply this allowed number by the replacement cost for one complete HomeGuard to determine the dollar value of the allowance. (If the allowance is one fixed unit then the calculation is simpler since we can take the replacement cost for one unit.)

CBS staff will look at all of the lost and damaged equipment for the year in question. CBS will verify that each unit reported lost has not since been returned to BI. (If it has been returned to BI in good condition, it is removed from the lost spreadsheet without penalty to the customer. If it has been returned as damaged, it will no longer be logged with the full replacement cost, but rather the repair cost.) The total repair/replacement cost will be summed and this number compared to the dollar value of the allowance calculated above. The customer will be billed for any lost or damaged charges that exceed the allowance.

**Example to the left.**

AFFIDAVIT OF NON COLLUSION

STATE OF COLORADO  
COUNTY OF BOULDER

I, Danna Coapland, holding the title and position of VP Finance at the firm BI Incorporated, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

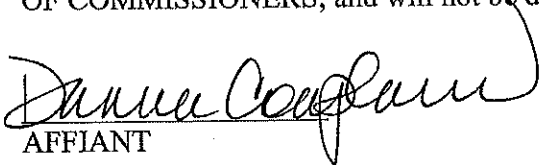
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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

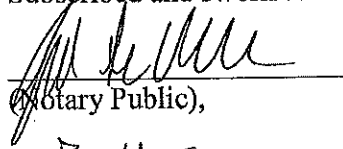
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

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

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

  
AFFIANT

Subscribed and sworn to before me this 9 day of February 2021

  
(Notary Public),

Boulder County.

My commission expires 5/20/ 2022

JULI SUE WACKER  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20144020579  
My Commission Expires 5/20/2022

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

# Resolution

Number 21-0292

Adopted Date March 02, 2021

APPROVE AND ENTER INTO CONTRACT WITH MATRIX POINTE SOFTWARE, LLC TO PROVIDE AN INVESTIGATOR CASE MANAGEMENT SYSTEM, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

WHEREAS, the Warren County Sheriff's Office and the Warren County Prosecutor's Office have agreed to split the Implementation Fee capped at \$31,300; and

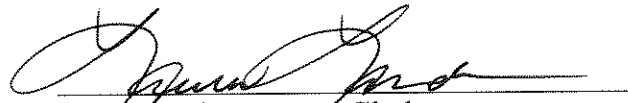
NOW THEREFORE BE IT RESOLVED, to approve and enter into contract with Matrix Pointe Software, LLC to provide an investigator case management system, on behalf of the Warren County Sheriff's Office; as attached hereto and made a part hereof.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a – Matrix Pointe Software, LLC  
Sheriff (file)  
Prosecutor's Office (file)



**SUBSCRIPTION LICENSE AGREEMENT**

This Subscription License Agreement, which includes the Order Form (below) and the attached Terms and Conditions (collectively, this "Agreement"), and State Term Schedule ("STS") STS033/Contract No: 534556 and all of its terms and conditions, between Matrix Pointe Software, LLC an Ohio limited liability company ("Matrix") and the licensee named below ("Licensee"), is made effective as of the date of execution by Licensee (the "Effective Date"). Matrix and Licensee have read and agree to the provisions of this Agreement.

**Order Form**

<b>Matrix Pointe Software, LLC</b> Attn: Joseph J. Whang, CEO 30400 Detroit Road Suite 400 Cleveland, Ohio 44145 (216) 333-1263 jwhang@matrixpointesoftware.com	<b>Licensee:</b> Warren County Board of County Commissioners, On Behalf Of: Larry L. Sims, Sheriff Warren County, Ohio 822 Memorial Drive Lebanon, Ohio 45036 (513) 695-1280 larry.sims@wcooh.org
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**Modules:** MatrixInvestigator Online (Investigator Case Management System)

**Included Services:**

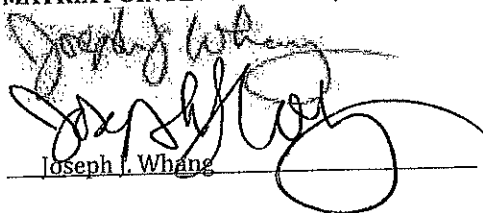
- Data hosting, servers, data back-ups, system maintenance and unlimited data storage in accordance with Section 11 and Exhibit A
- Access to the criminal statute database for the State of Ohio
- Unlimited Support Services for two (2) Designated System Administrators in accordance with Section 4 of this Agreement

**Monthly Subscription License Fee:** \$100 per month per named user; 18 users @ \$100/month per user = \$1,800/month, beginning after initial system set-up and customer access to the system. Cancel at any time with a full refund of any unused monthly license fees.

**Implementation Fee:** Implementation Fee is based on actual hours multiplied by the applicable hourly rates with the Fee capped at \$31,300. [Hourly Rates are: \$200/hr for legal services; \$175/hr for engineering services.] Fees include implementation, installation, and training. Implementation fee is due after initial system set-up and customer access to the system. Licensee may cancel at any time prior with no obligation to pay the Implementation fee.

Matrix and Licensee, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

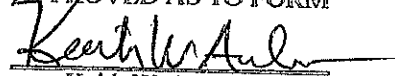
**MATRIX POINTE SOFTWARE, LLC**

  
 \_\_\_\_\_  
 Joseph J. Whang

**LICENSEE**

By:   
 \_\_\_\_\_

APPROVED AS TO FORM

  
 \_\_\_\_\_  
 Keith W. Anderson  
 Asst. Prosecuting Attorney



\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_

Date: 1/22/2021

Date: \_\_\_\_\_



## Terms and Conditions to Subscription License Agreement

### 1. Defined Terms

"Agreement" means the Subscription License Agreement Order Form, the Terms and Conditions to Subscription License Agreement, and any exhibits.

"Designated System Administrators" or "Super user" means the user selected by the Licensee to act as a System (defined in this Section) expert and as a conduit between the Licensee and Matrix.

"License Commencement Date" means completion of initial system set-up, customer acceptance, and customer access to the system.

"Licensee Data" means electronic communications of data and all other information that is input into, processed through or created by the use of the System (defined in this Section) by the Licensee.

"Maintenance Period" means the period of time during which Licensee cannot access the System due to maintenance or upgrades.

"Matrix's Network and Systems" means the System (defined in this Section), and Amazon Web Services or other infrastructure as a service provider.

"Monthly License Fee" means the monthly license fee specified on the Order Form.

"Normal Business Hours" means Monday through Friday, 8 am to 5 pm EST, excluding holidays.

"Professional Services" means implementation services, onsite training, consulting, integration and data conversion.

"Professional Services Fees" means the fees for Professional Services specified on the Order Form or the hourly rate(s) in effect at the time of the performance of the Professional Services.

"Services" means the Support Services, the Professional Services and any other services provided by Matrix.

"Support Services" means telephone and email support.

"Support Services Fees" means the hourly rate(s) in effect at the time of the performance of the Support Services.

"System" means the Modules to be licensed to Licensee as specified on the Order Form (Modules may be updated from time to time in the sole discretion of Matrix), including, but not limited to, user documentation and training processes and materials.

"System Outage" means an interruption or failure of the System lasting longer than one (1) hour during Normal Business Hours.

### 2. License

Subject to Licensee's compliance with the terms and conditions of this Agreement, Matrix hereby grants to Licensee a non-exclusive, limited, non-transferable, revocable worldwide right and license for Licensee to access and use the System solely for Licensee's internal business operations. Licensee will not permit the System to be used to process or administer data on behalf of any third party (including, without limitation, another governmental agency), whether or not Licensee is paid a fee for such processing or administration. Furthermore, Licensee will not allow any third party, including, without limitation, any competitor of Matrix, to view, access, or use the System in any manner whatsoever.

### 3. Login Identities

The use and confidentiality of any and all login identities and password(s) are the responsibility of Licensee. Licensee is solely responsible for any costs, expenses, and third party claims resulting from the unauthorized use of any login identities and password(s). Licensee shall promptly notify Matrix in writing of any lost or stolen passwords.



Licensee shall be liable to Matrix for any act or omission of any user that would constitute a breach under this Agreement.

#### **4. Technical Support & Professional Services**

The System will be hosted in accordance with the Service Level Agreement attached hereto as Exhibit A and Section 11. Matrix shall provide unlimited Support Services to the two (2) Designated System Administrators during Normal Business Hours. Support requests by anyone not identified as a Designated System Administrator may be subject to Support Services Fees. For purposes of clarity, the Support Services will not include support for any third party software or systems. Except as provided for on the Order Form, additional services such as implementation, onsite training, consulting, integration and data conversion (the "Professional Services") are available for an additional fee.

#### **5. Licensee Data**

(a) Licensee authorizes Matrix to share selected Licensee Data with other Licensees and governmental agencies through MatrixExchange. Licensee may opt-out of submitting selected Licensee Data through MatrixExchange by notifying Matrix in writing. Licensee also acknowledges and agrees that Matrix may use Licensee Data in the aggregate for internal business purposes, including but not limited to making improvements to the System.

(b) Except as provided in Section 5, (i) Matrix shall hold the Licensee Data in strict confidence, and (ii) Matrix will not permit any third party, or any employee, consultant, subcontractor or agent to access the Licensee Data except in connection with the normal course of business (including, without limitation, help desk support). Each party agrees not to communicate any information to the other party in violation of the proprietary rights of any third party.

(c) Your License Grant to Matrix. You grant to Matrix a non-exclusive, worldwide, irrevocable and royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your data and content as necessary for the purposes of rendering and operating the Services to you under this Agreement.

(d) Notwithstanding the provisions of this Agreement, Licensee Data will not be subject to the obligations in Section 5 if (i) it has been published or is otherwise readily available to the public without restriction other than by a breach of this Agreement; (ii) it has been provided to Matrix by a third party that is not subject to any confidentiality obligations to Licensee; or (iii) it is required to be disclosed in the context of any administrative or judicial proceeding or as may be required by law.

(e) Licensee hereby authorizes Matrix to use, analyze and disclose all non-personally identifiable Licensee Data in connection with creating criminal justice statistics and conducting comparative studies that have been aggregated with data from other Licensees and/or governmental agencies. Licensee will have access to this aggregated information.

#### **6. Payment Terms**

(a) Licensee shall pay to Matrix the Monthly License Fee in accordance with the amounts specified on the Order Form. Unless otherwise specified on the Order Form (1) the Monthly License Fee shall be due on or prior to the License Commencement Date, and thereafter on or prior to the monthly anniversary of the License Commencement Date, and (2) Matrix may, in its sole discretion, increase the amount of the Monthly License Fee from time to time (but no more than once per calendar year and in an amount not to exceed 5% annually) upon written notice to Licensee. In accordance with Section 12(a) of this Agreement, Licensee may cancel at any time with a full refund of any unused monthly license fees.



(b) Unless otherwise specified on the Order Form, the Professional Services Fees will be the hourly rate(s) in effect at the time of the performance of the Professional Services. All Professional Services Fees shall be due net thirty (30) days from the invoice date. Furthermore, Licensee shall promptly (but in any case no later than net thirty (30) days from the invoice date) reimburse Matrix for all mutually agreed upon out-of-pocket expenses incurred by Matrix in connection with the performance of the Professional Services.

(c) Any Monthly License Fees or Professional Services Fees that are not paid within thirty (30) days of the due date for such payment shall accrue interest at the lesser of 1.5% per month or the maximum amount permitted by applicable law.

(d) To the extent any national, state or local sales, use, value-added or other taxes, customs, duties, or similar tariffs and fees are imposed and are based on the license granted or the services provided pursuant to this Agreement (other than taxes on Matrix's gross income or gross receipts), such taxes are in addition to the fees set forth in this Agreement and will be paid by the Licensee. If applicable, Licensee shall provide proof of tax-exempt status.

## 7. Copyright and Restrictions

As between Matrix and Licensee, the System (and all intellectual property rights therein) is owned by Matrix and is protected by United States laws and international treaty provisions. Any rights not expressly granted herein are reserved to Matrix. Licensee may not (i) permit any third party to access the System, (ii) create derivative works based on the System, (iii) sublicense, rent or lease all or any portion of the System, (iv) copy, frame or mirror any part or content of the System, other than copying or framing on Licensee's own intranets or otherwise for its own internal business purposes, (v) reverse engineer the System, or (vi) access the System in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the System.

## 8. Warranties

(a) Each party represents and warrants that (i) it has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated hereby; (ii) this Agreement is a valid and binding obligation enforceable against such party in accordance with its terms; and (iii) neither the execution, delivery and performance of this Agreement and the other agreements and instruments contemplated hereunder, nor the consummation of the transactions contemplated hereby will violate or conflict with or constitute a default under any contractual obligation.

(b) Licensee represents and warrants that (i) Licensee is and shall be in compliance with all applicable laws and regulations, including, without limitation, all laws and regulations related to the collection, use, disclosure, and storage of Licensee Data; (ii) Licensee is and shall be in compliance with all contractual obligations and privacy policies relating to Licensee Data; (iii) Licensee is a law enforcement organization duly organized under the laws of its state, county, and other applicable political subdivision; and (iv) Licensee is and shall be solely responsible for all Licensee Data or Third Party data derived from Licensee Data including, without limitation, any and all claims of third parties relating thereto (including claims that Licensee Data is erroneous, outdated or inaccurate).

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SYSTEM, THE SERVICES, AND ANY THIRD PARTY SYSTEMS AND SOFTWARE USED IN CONNECTION WITH THE SYSTEM), EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO





THE FREQUENCY AND ACCURACY OF ANY LEGAL UPDATES, AND THAT THE OPERATION OF THE SYSTEM WILL BE FREE OF INTERRUPTIONS AND ERRORS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SYSTEM IS PROVIDED "AS-IS" AND WITH ALL FAULTS. FURTHERMORE, MATRIX IS NOT RESPONSIBLE FOR FAILURES OF EQUIPMENT, INTEGRATION WITH OR FAILURES OF THIRD PARTY SYSTEMS OR SOFTWARE, LOST DATA, ERRONEOUS, OUTDATED OR INACCURATE DATA OR THIRD PARTY TELECOMMUNICATIONS OR DATA LINES. MATRIX DOES NOT WARRANT THAT ITS NETWORKS AND APPLICATIONS (OR THOSE OF ITS THIRD PARTY PROVIDERS) WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

(d) In no event will any action against Matrix in connection with this Agreement be instituted more than one year after commencement of the incident that gave rise to such action.

#### **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MATRIX BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH TERMS OF THIS AGREEMENT, LICENSEE'S USE OR INABILITY TO USE THE SYSTEM, LOST, UNAVAILABLE OR DAMAGED DATA, THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE IN CONNECTION WITH THE SYSTEM, RELATED DOCUMENTATION, THE SERVICES, AND/OR THIS AGREEMENT, EVEN IF MATRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MATRIX'S TOTAL LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, IN CONNECTION WITH THE SYSTEM, THE RELATED DOCUMENTATION, AND/OR THIS AGREEMENT,

WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF THE TWELVE (12) MONTHLY LICENSE FEES PAYMENTS PAID PRECEDING THE DATE OF THE EVENT GIVING RISE TO LIABILITY OR THE DATE OF THE COMMENCEMENT OF THE ENSUING LEGAL ACTION, WHICHEVER IS LATER.

#### **10. Confidential Information**

Licensee agrees that the pricing and terms of this Agreement are confidential in nature and will not be posted on Licensee's public website. Matrix acknowledges that the information may be obtainable via standard public record request.

#### **11. Data Hosting**

(a) Applicable Policies and Guidelines. Matrix currently provides the Services through Amazon Web Services ("AWS"). As such, Licensee agrees to comply with the AWS policies, including its Acceptable Use Policies (the "Usage Guidelines"). YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS TO THE TERMS. MATRIX MAY TERMINATE YOUR SERVICES FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT. Matrix may use any other infrastructure as a service provider as Matrix determines is necessary in order to provide Licensee the included services.

(b) Security. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, Matrix will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting Matrix or any of its other customers.

(c) Commercial Advertisements via E-Mail. You will not use Matrix services, your account or server to send or facilitate in any way the transmission of unsolicited commercial email.



Matrix will enforce substantial penalties, including charging you for related network costs and terminating your account, for violations.

## 12. Term and Termination

(a) Unless sooner terminated as set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and continue on a month-to-month basis. Licensee may terminate this Agreement for any reason and at any time upon written notice to Matrix, and such termination will be effective upon receipt by Matrix.

(b) Matrix may terminate this Agreement if Licensee does not comply with any of its material terms; provided that Matrix is required to give Licensee written notice of such termination and thirty (30) days to cure the non-compliance. In addition, Matrix may terminate this Agreement if: (i) all or a substantial portion of the assets of Licensee are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against Licensee for relief under bankruptcy or similar laws and that proceeding is not dismissed within sixty (60) days; or (iii) Licensee is adjudicated bankrupt.

If Licensee's use of the System is or is likely to be enjoined, Matrix may, in its sole discretion, either procure the right for Licensee to continue use of the System or modify the System in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, as determined by Matrix in its sole discretion, Matrix may terminate the Agreement and refund to Licensee the amount of the unused Licensee Fees.

(c) Upon termination of this Agreement for any reason, all licenses will immediately terminate. Sections 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13 will survive any termination of this Agreement. Matrix will provide Licensee Data to Licensee in its native format (Example, Microsoft

SQL) at no cost. If Licensee requests additional data management services, such services may be provided by Matrix for a fee to be mutually agreed to by the parties in writing.

## 13. Miscellaneous

(a) Entire Agreement. This Agreement, with its Exhibits, contains Matrix's and Licensee's entire agreement with respect to the subject matter herein. This Agreement may not be modified except by written instrument signed by both parties and referring to the particular provisions to be modified. All terms, conditions, or provisions in a purchase order or confirmation shall be of no force and effect notwithstanding the execution of such purchase order or other document subsequent to the date of this Agreement.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law. Licensee and Matrix hereby consent to the exclusive jurisdiction and venue of the courts of Warren County Common Pleas, State of Ohio, and Licensee and Matrix hereby consent to and waive any objection regarding jurisdiction and venue in such courts.

(c) Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

(d) Force Majeure. Neither party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable



control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, Amazon Web Services interruptions, Internet service interruptions or slowdowns, vandalism or "hacker" attacks (including, without limitation, by Licensee's employees or agents), or governmental demands or requirements.

(e) Waiver. The failure of either party to require performance by the other party of any provision of this Agreement or any Attachment shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.

(f) Severability. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

(g) Independent Contractor. Nothing contained herein shall be deemed or construed as creating a joint venture or a partnership between Licensee and Matrix. Neither Licensee nor Matrix is by virtue of this Agreement authorized as an agent or other representative of the other.

(h) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

(i) Injunctive Relief. Licensee acknowledges that its breach or threatened breach of this Agreement would cause irreparable injury to Matrix that would be inadequately compensated in money damages. Accordingly, in addition to any and all other remedies that may be available under equity, law,

or this Agreement, Matrix shall be entitled to a restraining order and/or an injunction prohibiting such breach to protect Matrix's intellectual property interests, without the need to prove irreparable harm or provide a bond or other security.

(j) Application of UCITA. The parties agree that pursuant to Section 104 of the Uniform Computer Information Transactions Act (UCITA), they hereby express their mutual determination to "Opt-Out" of the provisions of UCITA and its application to this Agreement or the transaction of the parties and the parties further agree that UCITA shall not apply to this Agreement or the transaction of the parties. To the extent that certain provisions of UCITA may not be excluded under the law applicable to the Agreement or under the provision of Section 104 of UCITA, only those provisions that cannot be excluded by mutual agreement of the parties pursuant to Section 104 shall apply and no other provision of UCITA shall be applicable to the Agreement or the transaction of the parties.

(k) Use of Name. Licensee hereby authorizes Matrix to identify Licensee as a customer of Matrix, and to use Licensee's name in connection with any press release, any online or printed marketing materials, or for any similar use.

(l) Assignment; Binding Effect. Matrix may assign this Agreement without the consent of Licensee. Licensee may not assign this Agreement without the prior written consent of Matrix. This Agreement will inure to the benefit of and be binding upon each party and its respective successors and permitted assigns.

(m) Counterparts. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

**EXHIBIT A**  
**Service Level Agreement**

<b>System Outages:</b>	Matrix will use commercially reasonable efforts to (i) minimize downtime if System Outages (as defined in the Terms and Conditions, above) occur, and (ii) inform Licensee regarding any System Outage outside of the planned maintenance window.
<b>Security:</b>	Matrix uses commercially reasonable efforts to prevent security breaches.
<b>Encryption:</b>	Message and data encryption is enabled on Matrix's server(s), and Matrix utilizes generally accepted encryption standards.
<b>Accessibility:</b>	Matrix will use commercially reasonable efforts to guarantee that its network will be available to Licensee, free of System Outages, 95% of the time during each calendar month, excluding (i) Maintenance Periods (as defined in the Terms and Conditions, above), and (ii) problems outside of Matrix's Network and Systems.
<b>Maintenance:</b>	<p>Matrix will use commercially reasonable efforts to schedule Maintenance Periods between 5:00 p.m. (Eastern Time) and 5:00 a.m. (Eastern Time) Monday through Sunday and to provide email notification forty-eight (48) hours in advance. System-wide maintenance may extend past the Maintenance Periods and will occur on weekends an estimated twelve (12) times per year.</p> <p>Notwithstanding the foregoing, if Matrix determines, in its sole discretion, that a Maintenance Period is necessary outside of the hours stated above, Matrix will perform maintenance and will use commercially reasonable efforts to notify Licensee by email prior to such Maintenance Period.</p>
<b>Data Storage</b>	Unlimited files with up to 750 Megabytes per file.
<b>Backups</b>	Database backup, nightly backup and offsite backup.

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF CUYAHOGA

I, Joseph J. Whang, holding the title and position of CEO at the firm Matrix Pointe Software, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

  
AFFIANT

Subscribed and sworn to before me this 18 day of  
February 20 20

Leigh B Welker  
(Notary Public),

Cuyahoga County.

My commission expires n/a 20 \_\_\_\_\_



LEIGH B. WELKER  
Attorney at Law  
Notary Public, State of Ohio  
My Comm. Has No Exp. Date  
R.C. Sec. 147.03

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

# Resolution

Number 21-0293

Adopted Date March 02, 2021

APPROVE AND AUTHORIZE WARREN COUNTY GRANTS DIRECTOR TO E-SIGN THE MEMO OF AGREEMENT AMONG OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS (OKI) AND ITS TRANSIT AGENCIES INCLUDING WARREN COUNTY TRANSIT SERVICE (WCTS) AND THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT)

WHEREAS, ODOT requires OKI and its participating transit agencies, including WCTS to have an agreement regarding the development, design, and implementation of standard procedures as it relates to transit activities, and


BE IT RESOLVED, to approve and authorize the Grants Director to electronically sign the Memo of Agreement between OKI, its participating transit agencies including WCTS, and ODOT, 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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

/sm

cc: C/A—ODOT  
Transit (file)  
ODOT

**Memorandum of Agreement  
Among  
The Ohio-Kentucky-Indiana Regional Council of Governments (OKI);  
The Butler County Regional Transit Authority (BCRTA);  
City of Cincinnati for the Cincinnati Streetcar  
The Clermont Transportation Connection (CTC);  
Middletown Transit Services (MTS);  
The Southwest Ohio Regional Transit Authority (SORTA);  
The Warren County Transit Service (WCTS);  
And  
The Ohio Department of Transportation (ODOT)**

**I. Purpose:**

To develop, design, and implement standard procedures of operation and coordination amongst the public transportation operators, Metropolitan Planning Organizations (MPO(s)), and the Ohio Department of Transportation (ODOT) concerning the performance based planning process, including coordination on: data collection, data analysis, data sharing, target setting, reporting of targets and target achievement, data collection for the National Highway System (NHS) Asset Management Plan, the Transit Asset Management (TAM) Plan and the Public Transportation Agency Safety Plans (PTASP), pursuant to 23 CFR 450; 23 CFR 490; 49 CFR 625; 49 CFR 630; & 49 CFR 673. The measures addressed include: highway and transit safety, bridge condition, pavement condition, system reliability, freight movement, TAM, and Congestion Mitigation and Air Quality (CMAQ). This document will serve as a Memorandum of Understanding, hereafter referred to as "Agreement," between all parties for all the contents and implementation processes presented herein.

**II. Introduction:**

This Agreement documents the coordination and consensus among The Ohio-Kentucky- Indiana Regional Council of Governments (OKI), hereafter referred to as "the MPO"; The Butler County Regional Transit Authority (BCRTA), City of Cincinnati for the Cincinnati Streetcar, The Clermont Transportation Connection (CTC), The Middletown Transit System (MTS), The Southwest Ohio Regional Transit Authority (SORTA), and The Warren County Transit Service (WCTS), hereafter referred to as "the Public Transit Operator(s)"; and the Ohio Department of Transportation, hereafter referred to as "ODOT" regarding their mutual responsibilities in carrying out the performance based transportation planning and programming process for the OKI metropolitan planning area designated to OKI by the Governor of the State of Ohio.

The City of Cincinnati hereby joins in this Agreement solely on behalf of the Cincinnati Streetcar (a.k.a. "The Cincinnati Bell Connector"). This Agreement shall not apply to and will not be binding or enforceable against any other City of Cincinnati department, entity, or agency.

The MPO, the Public Transit Operator(s), and ODOT agree to collectively conduct a continuing, comprehensive, and cooperative metropolitan transportation planning process for the OKI metropolitan planning area to establish performance targets pursuant to 23 USC 134.

### III. National Goals and Ohio's Commitment to Performance Based Planning:

Public transportation operators, the MPO, and ODOT will engage in performance-based planning and programming processes that result in transportation plans, programs, and projects that support the national goals of performance based planning pursuant to 23 USC 150(b) and the general purposes outlined in 49 USC 5301. The Federal-aid highway program national goals to be addressed are:

- A. Safety: To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
- B. Infrastructure condition: To maintain the highway infrastructure asset system in a state of good repair.
- C. Congestion reduction: To achieve a significant reduction in congestion on the National Highway System.
- D. System reliability: To improve the efficiency of the surface transportation system.
- E. Freight movement and economic vitality: To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
- F. Environmental sustainability: To enhance the performance of the transportation system while protecting and enhancing the natural environment.
- G. Reduced project delivery delays: To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.

In addition, federal-aid public transportation through the US Dept. of Transportation defines several specific safety and asset management goals. The federal assistance program for public transportation performance-based management is focused on asset management "state of good repair" and public safety. The goals are specified under 49 U.S.C. §5301(b) & 49 U.S.C. §5329(d)(1)(E):

- A. §5301(b):
  - 1. Provide funding to support public transportation;
  - 2. Improve the development and delivery of capital projects;
  - 3. Establish standards for the state of good repair of public transportation infrastructure and vehicles;
  - 4. Promote continuing, cooperative, and comprehensive planning that improves the performance of the



transportation network;

5. Establish a technical assistance program to assist recipients under this chapter to more effectively and efficiently provide public transportation service;
6. Continue Federal support for public transportation providers to deliver high quality service to all users, including individuals with disabilities, seniors, and individuals who depend on public transportation;
7. Support research, development, demonstration, and deployment projects dedicated to assisting in the delivery of efficient and effective public transportation service, and;
8. Promote the development of the public transportation workforce.

B. §5329(d)(1)(E):

1. "performance targets based on the safety performance criteria and state of good repair standards established under subparagraphs (A) and (B), respectively, of subsection (b)(2)."

**IV. Highway Safety Improvement Program:**

A. ODOT and the MPO will establish annual targets for the following measures:

- i. Safety Performance Targets - 23 CFR 490.207(a)(1-5):
  - a. Number of fatalities;
  - b. Rate of fatalities;
  - c. Number of serious injuries;
  - d. Rate of serious injuries;
  - e. Number of non-motorized fatalities and non-motorized serious injuries.

B. ODOT and the MPO agree to use the following data source:

- i. The Ohio Department of Public Safety (ODPS) Statewide Crash Report System.
  - a. ODOT will make this data available to the MPO annually concurrent with the establishment of the statewide targets, or upon request.

C. Target Adoption:

- i. ODOT will coordinate with MPOs when establishing statewide targets.
- ii. ODOT will establish statewide targets by August 31<sup>st</sup> of each year.
- iii. ODOT will formally notify MPOs of the annual statewide targets.
- iv. The MPO will establish targets annually by Board resolution and submit to ODOT's Office of Statewide Planning and Research by February 27<sup>th</sup>
- v. The MPO will establish targets by either:

- a. Agreeing to plan and program projects so that they contribute toward the accomplishment of ODOT's safety target (i.e., support the State target), or;
- b. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

**V. Pavement and Bridge Condition:**

- A. ODOT and the MPO will establish targets for the following pavement and bridge condition measures:
  - i. Pavement Asset Performance Targets - 23 CFR 490.307(a)(1-4):
    - 1. Percentage of interstate pavement in good condition;
    - 2. Percentage of interstate pavement in poor condition;
    - 3. Percentage of non-interstate NHS pavement in good condition;
    - 4. Percentage of non-interstate NHS pavement in poor condition.
  - ii. Bridge Asset Performance Targets - 23CFR 490.407(c)(1-2):
    - 1. Percentage of NHS bridges classified as good condition;
    - 2. Percentage of NHS bridges classified as poor condition.
- B. ODOT and the MPO agree to use the following data source:
  - i. Pavement condition shall be analyzed using the Highway Performance Monitoring System (HPMS) Database;
  - ii. Bridge condition shall be analyzed using the National Bridge Inventory (NBI) Database.
  - iii. ODOT will make this data available to the MPO biennially concurrent with the establishment of the statewide targets, or upon request.
- C. Target Adoption:
  - i. ODOT will coordinate with MPO when establishing statewide targets.
  - ii. ODOT established 2-year and 4-year statewide targets by May 20, 2018 for the first performance period.
  - iii. ODOT will formally notify MPOs of the 2-year and 4-year statewide targets.
  - iv. The MPO established 4-year targets by Board resolution and submitted such resolution to ODOT's Office of Statewide Planning and Research by November 16, 2018 for the first performance period.
  - v. In subsequent performance periods, ODOT will establish 2-year and 4-year statewide targets by October 1<sup>st</sup>. ODOT will coordinate with MPO when establishing statewide targets. ODOT will formally notify the MPO of the 2-year and 4-year statewide targets.
  - vi. In subsequent performance periods, the MPO will establish targets for the metropolitan planning area by Board resolution and will submit such targets to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of ODOT's statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.

1. The MPO will establish targets by either: Agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT target for that performance period (i.e., support the State target), or,
2. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

D. Target Adjustments:

- i. ODOT may adjust established statewide 4-year targets in the Mid-Performance Period Report pursuant to 23 CFR 490.105 (e)(6).
  1. If ODOT adjusts established statewide 4-year targets, MPO will be formally notified of the change.
  2. If the MPO established targets by supporting ODOT's statewide target(s), the MPO will report to ODOT whether it will continue to support ODOT's statewide 4-year target(s), or commit to a new quantifiable 4-year target for its metropolitan planning area by Board resolution and submitting such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of the adjusted statewide 4-year target(s).
- ii. If the MPO established quantifiable 4-year target(s) for its metropolitan planning area, the MPO may adjust its 4-year target(s) at the Mid- Performance Period Report, regardless of whether or not ODOT adjusts its 4-year target(s).
  1. The MPO will establish such target(s) by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of ODOT's statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.
  2. If the MPO opts to make changes to its targets, either party may opt to coordinate the changes through conference calls.

**VI. System Performance, Freight Movement, and CMAQ - Traffic Congestion and Emissions:**

- A. ODOT and the MPO will establish targets for the following measures:
- i. System Performance [23 CFR 490.507(a)(1-2)]:
    1. Percent of the person-miles traveled on the Interstate that are reliable (Interstate Time Travel Reliability (TTR));
    2. Percent of the person-miles traveled on the Non-Interstate NHS that are reliable (Non-Interstate NHS TTR).
  - ii. Freight Movement [23 CFR 490.607]:

1. Truck Travel Time Reliability Index (TTTR).
  - iii. CMAQ Traffic Congestion [23 CFR 490.707(a-b)]:
    1. Annual Hours of Peak Hour Excessive Delay per Capita (PHED).
    2. Percent of Non-Single Occupant Vehicle travel (Non-SOV).
  - iv. CMAQ Emissions [23 CFR 490.807]:
    1. Total emission reduction for all projects funded by the CMAQ program, of each criteria pollutant and applicable precursors (Particulate Matter, 2.5 micrometers or less (PM<sub>2.5</sub>), Volatile Organic Compound (VOC), and Nitrogen Oxides (NO<sub>x</sub>)).
- B. ODOT and the MPO agree to use the following data source and methodology:
- i. Interstate TTR, and Non-Interstate NHS TTR, TTTR, and PHED shall be analyzed using the National Performance Management Research Data Set (NPMRDS).
    1. For the calculation of PHED, ODOT and the MPO agree to use the weekday afternoon period measure of: 4:00PM - 8:00PM.
  - ii. Non-SOV travel shall be analyzed using the American Community Survey (the MPO will decide whether to use 1-year or 5-year datasets for their perspective agreements)
  - iii. Total emissions reduction shall be analyzed using the Federal Highway Administration's Congestion Mitigation and Air Quality (FHWA CMAQ) Public Access System Database.
  - iv. ODOT will make this data available to the MPO biennially concurrent with the establishment of the statewide targets, or upon request.
- C. Target Adoption for System Reliability, Freight Movement, and CMAQ Emissions:
- i. ODOT will coordinate with MPOs when establishing statewide targets.
  - ii. ODOT established 4-year statewide targets for non-Interstate TTR; and 2-year and 4-year statewide targets for Interstate TTR, TTTR, and total emissions reduction by May 20, 2018 for the first Performance Period.
  - iii. ODOT will formally notify MPOs of the 2-year and 4-year statewide targets.
  - iv. The MPO established 4-year targets for Interstate and non-Interstate NHS TTR and TTTR by November 16, 2018 for the first performance period.
  - v. The MPO established Total Emissions Reduction appropriate 2-year and 4-year targets for each applicable pollutant or precursor by November 16, 2018 for the first performance period.
  - vi. In subsequent performance periods, ODOT will coordinate with the MPO when establishing statewide targets. ODOT will establish statewide targets by October 1<sup>st</sup> targets.

- vii. In subsequent performance periods, the MPO will establish targets for the metropolitan planning area by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of ODOT's statewide targets or, for multi- state MPOs, the establishment of statewide targets that occurs last.
- viii. The MPO will establish targets either by:
  1. Agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT target for that performance period (i.e., support the State target), or
  2. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

D. Target Adoption for Non-SOV and PHED:

- i. ODOT and the MPO collaboratively established a single 2-year and 4- year target for the percent of non-SOV travel and a 4-year target for PHED in each the urbanized area by May 20, 2018 for the first performance period.
- ii. In subsequent performance periods, ODOT and the MPO will collaboratively establish a single 2-year and 4-year target for the percent of non-SOV travel and PHED in each applicable urbanized area by October 1<sup>st</sup>.
- iii. MPOs will establish such target by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research by May 20<sup>th</sup> in each year a performance target is due.

E. Target Adjustments for System Reliability, Freight Movement, and CMAQ Emissions:

- i. ODOT may adjust established statewide 4-year targets in the Mid- Performance Period Report pursuant to 23 CFR 490.105(e)(6).
  1. If ODOT adjusts established statewide 4-year targets, the MPO will be formally notified of the change.
  2. If the MPO established targets by supporting ODOT's statewide target(s), the MPO will report to ODOT whether it will continue to support ODOT's statewide 4-year target(s) or commit to a new quantifiable 4-year target for its metropolitan planning area. The target(s) will be established by Board resolution and the MPO shall submit such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of the adjusted statewide 4-year target(s).
- ii. If the MPO established quantifiable 4-year target(s) for its metropolitan planning area, the MPO may adjust its 4-year target(s) at the Mid- Performance Period regardless of whether ODOT adjusts its established statewide 4-year target(s).

1. The MPO will establish the target(s) by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of ODOT's statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.

F. Target Adjustment for Non-SOV and PHED:

- i. ODOT and the MPO may jointly develop and agree upon adjustments to the establish 4-year target(s) for each applicable urbanized area in the Mid-Performance Period Report.
  1. If the MPO opts to make changes to its targets, either party may opt to coordinate the changes through conference calls.
- ii. The MPO must adopt such joint adjustment by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research on or before October 1<sup>st</sup> of each year a performance target is due.

**VII. Transit Asset Management Performance Targets:**

A. Definitions [49 CFR 625.5).

- i. Recipient means an entity that receives Federal financial assistance under 49 USC Chapter 53, either directly from the Federal Transit Administration (FTA) or as a sub-recipient.
- ii. Direct Recipient means an entity that receives Federal financial assistance directly from the FTA.
- iii. Sub-recipient means an entity that receives Federal transit grant funds indirectly through a State or a direct recipient.
- iv. Sponsor means a State, a designated recipient, or a direct recipient that develops a group TAM for at least one Tier II provider.
- v. Tier I provider means a recipient that owns, operates, or manages either:
  1. one hundred and one (101) or more vehicles in revenue service during peak regular service across all fixed route modes or in any one non-fixed route mode, or;
  2. rail transit.
- vi. Tier II provider means a recipient that owns, operates, or manages:
  1. one hundred (100) or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode;
  2. a sub-recipient under the 5311 Rural Area Formula Program, or;
  3. is any American Indian tribe.

- B. Tier I and Tier II public transportation operators that receive Chapter 53 funding were required to create an initial individual TAM plan by October 1, 2018; all Sec. 5311 and 5310 recipients or sub-recipients will participate in ODOT's TAM plan. TAM plans will be updated by these providers at a minimum of every 4 years and in concert with development of the

Transportation Improvement Program/Statewide Transportation Improvement Program (TIP/STIP). Tier II providers have the option of participating in completion of a group TAM plan developed by a sponsor. Each TAM will cover a four-year horizon. TAMs for Tier I providers will include components i-ix below while TAMs for Tier II providers will include only components i-iv [49 CFR 625.43]. Sub-recipients that operate closed-door service not open to the general public or a segment of the general public are not subject to the TAM requirements. This agreement specifies that all FTA federal aid recipients and sub-recipients receiving chapter 53 funding are designated as public transit operators, and are referenced as "the Public Transit Operator(s)," as expressed in this agreement.

C. Components of a TAM Plan:

- i. Inventory of capital assets owned, except equipment with an acquisition value under \$50,000 that is not a service vehicle;
- ii. Condition assessment of inventoried assets for which a provider has direct capital responsibility;
- iii. Description of analytical processes or decision support tools used to estimate capital needs and prioritization;
- iv. Project-based prioritization of investments;
- v. A provider's TAM and state of good repair (SGR) policy;
- vi. A provider's TAM plan implementation strategy;
- vii. A description of key TAM activities that a provider plans to engage in during the TAM plan horizon period.
- viii. A summary or list of resources, including personnel, that a provider needs to develop and carry out the TAM plan;
- ix. A provider's outline of how it will monitor, update and evaluate the TAM plan and related business practices to ensure ongoing improvement of its TAM management practices.

D. The following State of Good Repair performance measures for capital assets are to be used as applicable in all TAM plans [49 CFR 625.43]:

- i. Equipment: (non-revenue) service vehicles. Percentage of vehicles that have met or exceeded their Useful Life Benchmarks (ULB).
- ii. Rolling stock: Percentage of revenue vehicles within a particular asset class that have met or exceeded their ULB.
- iii. Infrastructure: rail fixed-guideway, track, signals, and systems. The percentage of track segments with performance restrictions.
- iv. Facilities. Percentage of facilities within a particular asset rated below condition 3 on the Transit Economic Requirements Model (TERM) scale.

E. Setting Performance Targets:

- i. Tier I and II providers, in coordination with sponsors as appropriate, established asset class initial targets for each of the applicable performance measures by January 1, 2017 for the following fiscal

year [49 CFR 625.45]. Future targets will be set at least once every fiscal year by January 1<sup>st</sup> [49 CFR 625.45].

- ii. Providers, sponsors, MPOs and ODOT will coordinate to the extent practicable in the selection of TAM targets.
  - iii. MPOs will establish performance targets not later than 180 days after the provider(s) of public transportation establishes their initial performance targets.
  - iv. MPO TAM targets are not required to be updated annually, but must be revisited when the MPO updates its MTP and/or TIP.
- F. Each Tier I provider and Tier II sponsor agree to submit annual Asset Inventory Module (AIM) data, TAM targets, and narrative reports to the National Transit Database (NTD). On behalf of its participants, sponsors will submit one consolidated annual AIM data report, one consolidated targets report, and one consolidated annual condition assessment narrative report to the NTD. The narrative reports will provide information on transit agency asset conditions, changes from the previous year, and progress made in achieving targets. Submissions will occur by October 1<sup>st</sup> annually. The first AIM and targets were developed in 2018 and the first narrative report in 2019 [49 CFR 625.55].
- G. Each Tier I and Tier II provider agree to maintain records and documents that support the TAM plan. These providers will also make such records including the TAM plan, performance targets documentation, investment strategies, and annual condition assessment reports available to the MPO and ODOT [49 CFR 625.53].

### **VIII. Public Transportation Agency Safety Plans (PTASP)**

- A. Each operator of a public transportation system will develop and implement a Public Transportation Agency Safety Plan that meets the requirements of part 673 in Title 49 of the Code of Federal Regulations and 49 U.S.C. 5329(d) including:
- i. Approval by the transit agency's board of directors, or an equivalent entity, and a signature from the transit agency's Accountable Executive;
  - ii. Documented processes and procedures for a Safety Management System (SMS), which would include a Safety Management Policy, a process for Safety Risk Management, a process for Safety Assurance, and Safety Promotion;
  - iii. Performance targets based on the safety performance measures set out in the National Public Transportation Safety Plan;
  - iv. Compliance with FTA's Public Transportation Agency Safety Plan and FTA's Public Transportation Safety Program; and
  - v. A process and timeline for conducting an annual review and update of the plan. In addition, rail transit agencies would be required to include an emergency preparedness and response plan in their Public Transportation Agency Safety Plans.



B. Each agency will develop performance targets using data from the National Transit Database for the following Safety Performance Measures-National Public Transportation Safety Plan:

Number of safety events;

Rate of safety events;

Number of injuries;

Rate of injuries;

Number of fatalities;

Rate of fatalities;

System Reliability

Annual review of targets will be conducted by the agencies.

C. Each transit agency will make its safety performance targets available to OKI to aid in the planning process. OKI will develop and adopt by Board resolution regional transit safety performance targets in coordination with the agencies within 180 days of PTASP completion. OKI will review annually and update as necessary but at minimum during each update of the MTP and TIP.

## **IX. Transportation Performance Reporting**

### **A. Metropolitan Transportation Plan (MTP):**

i. Timeline: (the following dates are provided as historical reference. The MPO has met these obligations)

1. FHWA safety measures on or after May 27, 2018.

2. FHWA pavement condition, bridge condition, system reliability, freight movement, and CMAQ measures on or after May 20, 2019.

3. FTA TAM metrics on, or after October 1, 2018.

ii. MTPs amendments and updates must include:

1. A description of the performance measures and performance targets used in assessing the performance of the transportation system in accordance with 23 CFR 450.306(d) [23 CFR 450.324(f)(3)].

2. A system performance report that evaluates the condition and performance of the transportation system with respect to the performance targets in accordance with 450.306(d) [23 CFR 450.324(f)(4)].

1. The System performance report must include:

i. Condition and performance of the transportation system with respect to the targets [23 CFR 450.324(f)(4)].

ii. Progress achieved by the metropolitan planning organization in meeting the performance targets in comparison with system performance recorded in previous reports, including baseline data [23 CFR 450.324(f)(4)(i)].

iii. For metropolitan planning organizations that voluntarily elect to develop multiple scenarios, an analysis of how the preferred scenario has

improved the conditions and performance of the transportation system and how changes in local policies and investments have impacted the costs necessary to achieve the identified performance targets [23 CFR 450.324(f)(4)(ii)].

- iv. The MPOs shall report vehicle miles traveled (VMT) estimate and methodology if a quantifiable rate target was established.
- v. Once Transportation Performance Management (TPM) is included in the MPO MTP, the TPM information in the MTP only needs to be updated at the normal MTP updates (at either 4 or 5 years). The update shall include updated performance targets and the progress achieved by the MPO in meeting the performance targets in comparison with system performance recorded in previous reports, including baseline data.

**B. Reporting in the TIP:**

- i. Timeline: (the following dates are provided as historical reference. The MPO has met these obligations)
  - 1. FHWA safety measures on or after May 27, 2018;
  - 2. FHWA pavement condition, bridge condition, system reliability, freight movement, and CMAQ measures on or after May 20, 2019.
  - 3. FTA TAM metrics on, or after October 1, 2018.
- ii. TIP amendments and updates must include, to the maximum extent practicable:
  - 1. A description of the anticipated effect of the TIP toward achieving the performance targets identified in the metropolitan transportation plan, linking investment priorities to those performance targets. (23 CFR 450.326).

**C. NHS Asset Management Plan:**

- i. Pavement Condition:
  - 1. ODOT surveys Ohio's entire federal aid highway system pavement condition (inclusive of the non-Interstate NHS) on a two year cycle. Pavement condition data is maintained in a variety of databases including ODOT's public access Transportation Information Mapping System (TIMS). ODOT will annually, or upon request, provide MPOs with pavement condition data [23 CFR 450.306 (d)(4)(i); 23 CFR 515.7(f); & 23 CFR 450.314(h)].
- ii. Bridge Condition:
  - 1. ODOT annually inspects all non-Interstate system NHS bridges which ODOT owns or has formally assigned

maintenance responsibilities. Local governments annually inspect all non- Interstate system NHS bridges they own. ODOT and local governments maintain long standing agreements for the local governments to provide ODOT the inspection results for locally owned bridges. ODOT maintains all bridge inspection data (including non- Interstate NHS bridge data) in multiple databases, including ODOT's public access Transportation Information Mapping System (TIMS). ODOT will annually, or upon request, provide MPOs with bridge condition data [23 CFR 450.306 (d)(4)(i); 23 CFR 515.(f); & 23 CFR 450.314(h)].

**D. CMAQ Performance Plan:**

- i. MPOs serving a transportation management area (as defined in 23 USC134) with a population over 1,000,000 people representing a nonattainment or maintenance area shall develop a performance plan that:
  1. Includes an area baseline level for traffic congestion and on-road mobile source emissions for which the area is in nonattainment or maintenance;
  2. Describes progress made in achieving the air quality and traffic congestion performance targets described in 23 USC 150(d); and
  3. Includes a description of projects identified for funding under this section and how such projects will contribute to achieving emission and traffic congestion reduction targets.
- ii. The CMAQ performance plan shall be submitted to FHWA by the MPO and ODOT, and be updated biennially on the same schedule as the State Biennial Performance Reports.
- iii. After the initial plan, Performance plans shall include a separate report that assesses the progress of the program of projects under the previous plan in achieving the air quality and traffic congestion targets of the previous plan.
- iv. Contents of the CMAQ Performance Report:
  1. ODOT's Baseline Performance Period Report completed by October 1, 2018 for the first performance period included:
    - a. Baseline condition/performance for CMAQ traffic congestion and total emissions measures.
    - b. A description of projects identified for CMAQ funding and how the projects will contribute to achieving emission and traffic congestion targets
  2. ODOT's Mid-Performance Period Report completed by October 1, 2020 included:
    - a. 2-year condition/performance for CMAQ traffic congestion and total emissions measures

- b. 2-year progress assessment in achieving performance targets for CMAQ traffic congestion and total emissions measures
  - c. If applicable, adjusted 4-year target
  - d. Update description of projects identified for CMAQ funding and their contribution to achieving the 4-year target
3. ODOT's Full Performance Period Report due by October 1, 2022; must include:
- a. 4-year condition/performance for CMAQ traffic congestion and total emissions measures
  - b. 4-year progress assessment in achieving performance 4-year targets for CMAQ traffic congestion and total emissions measures biennially thereafter

**X. Updating, Modifying, or Termination the Agreement:**

This Agreement constitutes the Transportation Performance Management Cooperative Procedures agreement between the parties, any changes or modifications to this Agreement shall be made and agreed to in writing by all parties.

**XI. Signatures:**

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a pdf or facsimile signature of any other party delivered in such a manner as if such signature were an original.

**XII. Appendix A:**

Appendix A: details the breakdown of each performance measure under 23 CFR 490, and is meant as a quick reference guide. Appendix A lists each performance measure, the network applicability, the data source for each performance measure, applicability by geography, responsible agency for target setting, critical dates for performance period 1, reporting methodology, and required coordination in work outputs.

Appendix A: Ohio Performance Based Planning MPO / Public Transit Operator / ODOT Agreement Addendum

Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum*									
	Measure	Network	Data Source	Applicable Areas	Schedules				
					Target Setting		State Reporting	MPO Reporting	Consultation
					State	MPOs			
Safety	Number of Fatalities	All Public Roads	ODPS sourced STW crash data - rolling 5 year average	Ohio All MPOs	ODOT STW targets, annually, by August 31st	MPOs establish targets annually by 2/27 by either supporting statewide target or committing to quantifiable target for MPA	Reported in HSIP report annually by August 31st	MTP (System Performance Report) and TIP updates or amendments after May 27, 2018	ODOT provides OOPS sourced crash data to MPOs
	Rate of Fatalities								
	Number of Serious Injuries								
	Rate of Serious Injuries								
	Number of Non-motorized Fatalities and Non-motorized Serious Injuries								
Pavement Condition	Percentage Interstate System pavements in Good condition	Interstate System	HPMS	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides HPMS sourced pavement data to MPOs
	Percentage Interstate System pavements in poor condition						Mid due: 10/1/2020*		
	Percentage of non-Interstate NHS pavements in Good condition	NHS Non-interstate					Full due: 10/1/2022*		
	Percentage of non-Interstate NHS pavements in Poor condition						LRSTP & STIP updates or amendments after May 20, 2019		

Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum*									
	Measure	Network	Data Source	Applicable Areas	Schedules				
					Target Setting		State Reporting	MPO Reporting	Consultation
					State	MPOs			
Bridge Condition	Percentage of NHS bridges classified as in Good condition	NHS	NBI	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NBI sourced data to MPOs
	Percentage of NHS bridges classified as in Poor condition						Full due: 10/1/ 2022*		
NHSTTR	Percent of Person-Miles Traveled on the Interstate System that are Reliable	Interstate System	NPMRDS	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/ 2018 *	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NPMRDS sourced data sets to MPOs
	Percent of Person-Miles Traveled on the Non-Interstate System that are Reliable	NHS Non-Interstate			ODOT establishes 4 yr. STW target by 5/20/18*		Full due: 10/1/2022*		
Freight - TTTR	Truck Travel Time Reliability Index: The sum of maximum TTTR for each segment,	Interstate System	NPMRDS	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18*	Baseline due: 10/1/2018* Mid due: 10/ 1/ 2020*	MTP (System Performance Report )and TIP updates or	ODOT provides NPMRDS sourced data sets to MPOs

Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum*									
	Measure	Network	Data Sources	Applicable Areas	Schedules				
					Target Setting		State Reporting	MPO Reporting	Consultation
					State	MPOs			
	divided by total interstate miles					by either supporting statewide targets or committing to quantifiable targets for MPA	Full due: 10/1/2022*	amendments after May 20, 2019	
							LRSTP & STIP updates or amendments after May 20, 2019		
Peak Hour Excessive Delay	Annual hours of peak hour excessive delay percapita	NHS	NPMRDS & Census or FHWA approved urbanized area pop.	Urbanized Areas (see PHED_Non SOV worksheet)	State DOTs and MPOs collaborate to establish a single 4 year target for each applicable urbanized area, by May 20, 2018*.	Baseline due: 10/1/2018*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NPMRDS sourced data sets to MPOs	
						Mid due: 10/1/2020*			
						Full due: 10/1/2022*			
						LRSTP & STIP updates or amendments after May 20, 2019	CMAQ Performance Report due for each ODOT biennial report	States and MPOs to agree on the afternoon peak hours of 4:00 - 8:00 p.m.	

Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum*									
	Measure	Network	Data Source	Applicable Areas	Schedules				
					Target Setting		State Reporting	MPO Reporting	Consultation
					State	MPOs			
Non-SOV Travel	Percent(%) of Non-SOV travel	N/A	American Community Survey (or focal travel survey or system use measurement)	Urbanized Areas (see PHED_NonSOV worksheet)	ODOT and MPOs collaborate to establish a single, unified 2 and 4 year target for each applicable urbanized area, by May 20, 2018*.	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NPM RDS sourced data sets to MPOs	
						LRSTP & STIP updates or amendments after May 20, 2019			CMAQ Performance Report due for each ODOT biennial report
Total CMAQ Emissions	Total CMAQ Project Reductions for CO, VOC, NOx, PM2.s,& PM10	N/A	FHWACMAQ Public Access System	Ohio AMATS BHJ ERPC LCATS MORPC MVRPC NOACA OKI SCATS	ODOT establishes 2 & 4yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT and MPOs utilize FHWACMAQ Public Access System database.
						LRSTP & STIP updates or amendments after May 20, 2019	CMAQ Performance Report due for each ODOT biennial report		



**Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum\***

	Measure	Network	Data Source	Applicable Areas	Schedules				
					Target Setting		State Reporting	MPO Reporting	Consultation
					State	MPOs			
Transit Asset Management Plan	Transit - Capital State of Good Repair	N/A	National Transit Database	Transit Operator Capital Assets	<p>Applicable transit Tier I &amp; II providers will establish a state of good repair targets by 01/01/17 (&amp; Annually by January 1st) and TAM Plans by 10/01/2018 (&amp; Annually by January 1st).</p> <p>Participants under the State's TAM Plan will submit their data annually to their TAM Sponsor in a time frame applicable to the transit provider and the TAM sponsor.</p> <p>MPOs must establish targets within 180 days of the initial public transit operator(s) targets; targets should be revisited with each MTP/TIP update, made after October 1, 2018.</p>	LRSTP & STIP updates or amendments after October 1, 2018	MTP and TIP updates or amendments after October 1, 2018.	Applicable Tier I & II providers will coordinate state of good repair data with their MPOs	
NHS Asset Management Plan	N/A	Interstate NHS system	TIMS	ODOT	N/A	N/A	State will provide pavement and bridge data to MPOs upon request	ODOT and MPOs coordinate data by consultation	
CMAQ Performance Plan	N/A	Interstate NHS system	CMAQ Public Access System	Applicable MPOs	N/A	N/A	ODOT includes CMAQ Plans in biennial reports	Applicable MPOs submit CMAQ plans To ODOT by October 1st	CMAQ Reports due biennially

..Applicable to Performance Period 1 Only

Public Transportation Agency Safety Plans (PTASP) and Performance Targets							
	Measures	Network	Data Source	MPO	Transit System Provider	State Reporting	MPO Reporting
Safety Events	Total number of reportable events	All public roads and streetcar lines	Nation Transit Database (NTD)-rolling 5 year average	MPOs are required to set initial safety targets no more than 180 days after receipt of the transit safety plans from agencies which include the agency targets	The transit system will review and update the safety performance targets annually.	STIP updates or amendments	TIP updates or amendments
	Rate per total vehicle revenue miles by mode						
Injuries	Total number of reportable injuries						
	Rate per total vehicle revenue miles by mode						
Fatalities	Total number of reportable fatalities						
	Rate per total vehicle revenue miles by mode						
System Reliability	Mean distance between major mechanical failures by mode						

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Ohio Department of Transportation (ODOT)

Agent Name: Jack Marchbanks

Agent Title: Director

Address: 1980 W. Broad St. Columbus, Ohio 43223

Phone Number: (614) 466-2336

Agency Website Address: <http://www.dot.state.oh.us/pages/home.aspx>  
(If Applicable)

Date: \_\_\_\_\_

\_\_\_\_\_  
The Ohio Department of Transportation (ODOT) Representative

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Ohio-Kentucky-Indiana Regional Council of Governments (OKI)

Agent Name: Mark R. Policinski

Agent Title: CEO/Executive Director

Address: 720 East Pete Rose Way, Suite 420 Cincinnati, Ohio 45202-3576

Phone Number: (513) 621-6300

Agency Website Address: [www.oki.org](http://www.oki.org)

Date: \_\_\_\_\_

\_\_\_\_\_  
The Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Representative

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Butler County Regional Transit Authority (BCRTA)

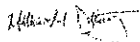
Agent Name: Matt Dutkevicz

Agent Title: Executive Director

Address: 3045 Moser Court, Hamilton, Ohio 45011

Phone Number: (513) 785-5237

Agency Website Address: <http://www.butlercountyrta.com/>  
(if Applicable)



Date: Feb 9, 2021

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The Butler County Regional Transit Authority (BCRTA) Representative

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Clermont Transportation Connection (CTC)

Agent Name: William Harris

Agent Title: Director

Address: 4003 Filager Rd. Batavia, Ohio 45103

Phone Number: (513) 732-7577

Agency Website Address: <https://ctc.clermontcountyohio.gov/>

  
PHIL Pomphrey (Feb 16, 2021 13:17 EST)

\_\_\_\_\_  
The Clermont Transportation Connection (CTC) Representative

Date: Feb 16, 2021

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: City of Cincinnati for the Cincinnati Streetcar

Agent Name: Paula Boggs Muething

Agent Title: City Manager

Address: 801 Plum Street, Cincinnati Ohio 45202 Cincinnati, Ohio 45202

Phone Number: (513) 352-3742

Agency Website: [cincinnati-oh.gov/streetcar](http://cincinnati-oh.gov/streetcar)

Date: \_\_\_\_\_

\_\_\_\_\_  
The City of Cincinnati for the Cincinnati Streetcar Representative

\_\_\_\_\_  
Travis Jeric  
City of Cincinnati – Streetcar Director

Approved as to form:

\_\_\_\_\_  
Assistant City Solicitor

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name:      Middletown Transit Services (MTS)

Agent Name:      James Palenick

Agent Title:      City Manager

Address:      C/O BCRTA; 3045 Moser Court, Hamilton, Ohio 45011

Phone Number: (513) 425-1856

Agency Website Address: <http://www.butlercountyrta.com/schedules-maps/middletown-routes>

  
James Palenick (Feb 16, 2021 11:59 EST) \_\_\_\_\_ Date: Feb 16, 2021  
The Middletown Transit Service (MTS) Representative

Approved as to form:

  
Susan Cohen (Feb 16, 2021 11:49 EST) \_\_\_\_\_

Administrative Services Director

\_\_\_\_\_  
Title



**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Southwest Ohio Regional Transit Authority (SORTA)

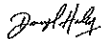
Agent Name: Darryl Haley

Agent Title: CEO and General Manager

Address: 525 Vine Street, Suite 500, Cincinnati, Ohio 45202

Phone Number: (513) 632-7510

Agency Website Address: <http://www.go-metro.com/>



Date: Feb 17, 2021

---

The Southwest Ohio Regional Transit Authority (SORTA) Representative

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Warren County Transit Service (WCTS)

Agent Name: Susanne Mason

Agent Title: Program Manager

Address: 406 Justice Dr., Lebanon, Ohio 45036

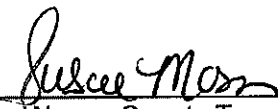
Phone Number: (513) 695-1210

Agency Website Address: <http://www.co.warren.oh.us/transit/>  
(if Applicable)

APPROVED AS TO FORM



Keith W. Anderson  
Asst. Prosecuting Attorney

  
\_\_\_\_\_  
The Warren County Transit (WTS) Service Representative

Date: \_\_\_\_\_

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

# Resolution

Number 21-0294

Adopted Date March 02, 2021

APPROVE AMENDMENT #1 TO THE CONTRACT WITH RUMPKE WASTE & RECYCLING SERVICES FOR WASTE AND RECYCLING SERVICES FOR VARIOUS COUNTY BUILDINGS AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into a contract with Rumpke Waste & Recycling Services, 10795 Hughes Road, Cincinnati, OH for the waste and recycling services of various county buildings through Resolution #19-0254; and

WHEREAS, the County desires to amend the contract to reflect a renewal; and


NOW THEREFORE BE IT RESOLVED, to approve Amendment #1 to the contract with Rumpke Waste & Recycling Services for the waste and recycling services of various county buildings and authorize the President of this Board to sign documents relative thereto, 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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/sm

cc: c/a – Rumpke Waste & Recycling Services  
Solid Waste (file)

**AMENDMENT #1  
TO CONTRACT FOR  
WASTE & RECYCLING SERVICES**

Amendment to the contract dated February 26, 2019, Resolution # 19-0254, for the waste and recycling services for various Warren County Building locations:

By and between the County:

Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036

and the Service Provider:

Rumpke Consolidated Companies  
10795 Hughes Road  
Cincinnati, OH

Replace the following paragraph of contract:

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the services described as follows:

**SOLID WASTE SERVICES INCLUDING  
TRASH and RECYCLING**

hereinafter called the project, for the cost listed on the proposal price (bid) sheet for the term of two (2) years beginning March 10, 2019, with an option of two additional renewal years, and all work in connection therewith, under the terms as stated in the Conditions of the Bid; and as its or their own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal.

Replace with the following paragraph:

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the services described as follows:

**SOLID WASTE SERVICES INCLUDING  
TRASH and RECYCLING**

hereinafter called the project, for the cost listed on the proposal price (bid) sheet for the term of three (3) years beginning March 10, 2019, with an option of two additional renewal years, and all work in connection therewith, under the terms as stated in the Conditions of the Bid; and as its or their own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance,


and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal.


*accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal.*

This Amendment agreed to by:

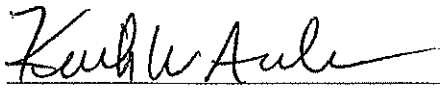
**Warren County Board of Commissioners**

**Rumpke Waste & Recycling Service**

  
\_\_\_\_\_  
Date 3/2/21

  
\_\_\_\_\_  
Date 2-9-21

Approved as to form:

  
\_\_\_\_\_  
Keith Anderson  
Assistant County Prosecutor

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

# Resolution

Number 21-0295

Adopted Date March 02, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD OF COMMISSIONERS TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to approve and authorize the President of this Board to sign a Subgrant Award Agreement, on behalf of the Greater Warren County Drug Task Force for the Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant, Subgrant Number 2020-JG-A01-6252, as attached hereto and made a part hereof, being funded through the U.S. Department of Justice Bureau of Justice Assistance, with the Ohio Office of Criminal Justice Services as the duly authorized State Agency; and

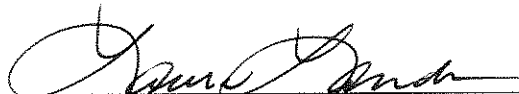
BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

vsp\

cc: c/a – Ohio Office of Criminal Justice Services  
OGA  
W.C. Drug Task Force (file)  
OCJS  
Auditor's Office – Brenda Quillen

Director: Keith W. Anderson  
 Executive Director: Karhlton F. Moore

**SUBGRANT AWARD AGREEMENT**

**Subgrant Number: 2020-JG-A01-6252**  
**Title: Greater Warren County Drug Task Force**

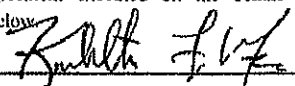
In accordance with the provisions of the Consolidated Appropriations Act, FY 2005, Public Law 108-447; 118 Stat. 2862, Catalog of Federal Domestic Assistance (CDFA) 16.738 Edward Byrne Memorial Justice Assistance Grant 2020 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with the requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Greater Warren County Drug Task Force		
Award Periods:	01/01/2021 to 12/31/2021		
Closeout Deadline:	03/01/2022		
Award Amounts:	OCJS Funds:	\$60,000.00	75%
	Cash Match:	\$20,000.00	25%
	Inkind Match:	\$0.00	
	Project Total:	\$80,000.00	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

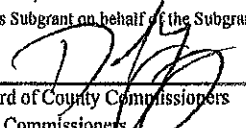
The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below:

  
 Karhlton F. Moore, Executive Director  
 Ohio Office of Criminal Justice Services

2/10/21  
 Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award I hereby accept this Subgrant on behalf of the Implementing Agency.

  
 President - Board of County Commissioners  
 Warren County Commissioners  
3/2/21  
 Date

Major S. Anasik 2/23/2021  
 Major (Task Force Commander) Date  
 Greater Warren County Drug Task Force



Department of  
Public Safety



Mike DeWine, Governor  
Jon Husted, Lt. Governor

Thomas J. Stickrath, Director  
Karlton F. Moore, Executive Director

Steven C Arrasmith  
Major (Task Force Commander)  
Greater Warren County Drug Task Force  
822 Memorial Drive  
Lebanon, Ohio 45036 2385

Subgrant Number: 2020-JG-A01-6252  
Project Title: Greater Warren County Drug Task Force

Dear Mr. Arrasmith:

I am pleased to inform you of the approval and award of the above Edward Byrne Memorial Justice Assistance Grant 2020 Grant Program subgrant for which you are the project director. You will find the attached certificate subgrant award. The certificate must be signed by the authorized official of the subgrantee and implementing agency and uploaded to the Ohio Office of Criminal Justice Services Online Grants Management System. You may wish to print a copy of the subgrant award for your records.

The subgrant is bound by the award certificate, completed pre-award conditions, the Standard Federal Subgrant Conditions, which can be found at [www.ocjs.ohio.gov](http://www.ocjs.ohio.gov) and any other conditions communicated through orientations or site visit monitorings. When determining whether to accept the award, consideration should be given to all required conditions. Should you have any questions, please seek clarification prior to accepting the award.

To ensure prompt receipt of funds, please return these documents as soon as possible. It normally takes four to six weeks to process subgrant payments after an approved Quarterly Subgrant Report is completed.

Please direct any grant administration questions to your grant coordinator. Contact information for your grant coordinator is located on the OCJS website at <https://www.ocjs.ohio.gov/grants.stm> and on the "application snapshot" page of your application in the online grants system at [www.ocjsgrants.com](http://www.ocjsgrants.com), or you may call (614) 466-7782 or 888-448-4842 and ask to speak to a grant coordinator.

Sincerely,

Karlton F. Moore  
Executive Director  
Ohio Office of Criminal Justice Services

CC: File  
Warren County Commissioners  
Greater Warren County Drug Task Force

**Mission Statement**

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."



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

# Resolution

Number 21-0296

Adopted Date March 02, 2021

APPROVE THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- Cellebrite UFED Touch Serial #5908529 - inoperable
- Cellebrite UFED Touch Serial #5923292 - inoperable

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

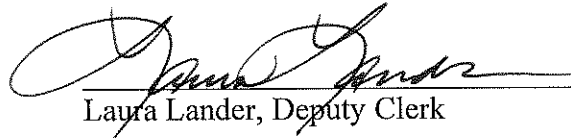
NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

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

# Resolution

Number 21-0297

Adopted Date March 02, 2021

**CERTIFICATION OF DELINQUENT WATER AND/OR SEWER ACCOUNTS – WARREN  
COUNTY WATER AND SEWER DEPARTMENT**

WHEREAS, pursuant to Section 7.05G, Warren County Rules and Regulations, all delinquent water and/or sewer accounts with an unpaid balance may be certified to the property owner's real estate tax record; and

NOW THEREFORE BE IT RESOLVED, to certify the attached list of delinquent water and/or sewer accounts to the property owner's real estate tax record. A copy of which is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the Clerk of this Board is hereby directed to forward a copy of this resolution to the Warren County Auditor.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor \_\_\_\_ (certified)  
Water/Sewer (file)

RESOLUTION #21-0297  
MARCH 2, 2021  
PAGE 2

RECEIPT

I certify that I received a copy of the aforesaid resolution on the 2nd day of March, 2021.

A handwritten signature in black ink, appearing to read "Matt Nolan", written over a horizontal line.

Matt Nolan  
Warren County Auditor

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

# Resolution

Number 21-0298

Adopted Date March 02, 2021

AUTHORIZE THE BOARD TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Motorola Solutions will provide services at MARCS ODOT Garage Site in Warren County; and

WHEREAS, these services will include Dehydrator Repair which includes Compressor Rebuild kit, Dehydrator part, and Labor to rebuild dehydrator and travel as indicated in the Scope of Services attached hereto and a part hereof; and

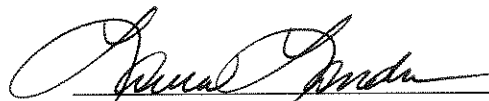
NOW THEREFORE BE IT RESOLVED, to authorize the Board to enter into an agreement with Motorola Solutions on behalf of Warren County Telecommunications.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: C/A—Motorola Solutions  
Telecom (file)



# MOTOROLA SOLUTIONS

1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

**PROPOSAL FOR:** Warren County Telecommunications

**ADDRESS:** 500 Justice Dr.

**CITY, STATE, ZIP:** Lebanon, Oh 45036

**SYSTEM #:**

**SALES TAX:** N

**DATE:** 2/5/2021

**EXPIRES:** 30 Days

**REV:** 1

**ATTENTION:** Paul Kindell, Gary Hardwick

**E-MAIL:** paul.kindell@wcoh.net gary.hardwick@wcoh.net

**TELEPHONE:**

**SALES REP:** Dave Nieman

**TELEPHONE:** 513-595-5945

**E-MAIL:** dnieman@mobilcomm.com

**QUOTE #:** 865-201118-1

**PREPARED BY:** Larry Vandruten

**TELEPHONE:** 513-595-5865

**E-MAIL:** lvandruten@mobilcomm.com

**DESCRIPTION:** Lebanon MARCS ODOT Garage Site Dehydrator Repair

APPROVED AS TO FORM

Adam M. Nice  
Asst. Prosecuting Attorney

**Total Payable to Motorola Solutions:**

\$1,484.22

**ACCEPTED BY:** \_\_\_\_\_

**PO #:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

3/2/21





## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree

### **Section 1. APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any  
2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.  
2.3. "Services" means those installation, maintenance, support, training, and other services

### **Section 3. ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional  
4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service  
4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the  
4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will  
4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous  
4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from  
4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.  
5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



## **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with

## **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable

## **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of

## **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED

## **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide

## **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by

## **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not  
12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the

## **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations  
13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing  
13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this

## **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an

## **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as

## **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without

## **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in 17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Brian C Wilson, holding the title and position of VP of Sales/Gen at the firm Mobilcon, Inc, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

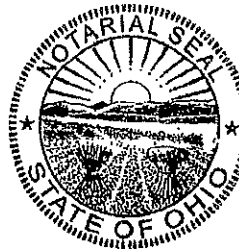
Brian C Wilson  
AFFIANT

Subscribed and sworn to before me this 18 day of February 20 21

Crystal Adcock  
(Notary Public),

Hamilton County.

My commission expires 11-15 20 21



CRYSTAL ADCOCK  
Notary Public, State of Ohio  
My Commission Expires 11-15-2021

# Resolution

Number 21-0299

Adopted Date March 02, 2021

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,620,000 TAX INCREMENT DISTRICT REVENUE BONDS OF THE COUNTY OF WARREN; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SUCH BONDS; AUTHORIZING NECESSARY AND APPROPRIATE DOCUMENTS; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.**

WHEREAS, Sections 5709.77 - 5709.81 of the Ohio Revised Code (the "Act") authorize counties to declare improvements constructed on certain real property to be a public purpose and exempt such improvements from real property taxes and impose service payments in lieu of taxes on the owners of such improvements; and

WHEREAS, the Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") has so declared improvements to the real property specified in Resolution No. 05-2005 (the "TIF Resolution") of the Board to be a public purpose and exempted such improvements from real property taxation and has imposed service payments in lieu of taxes on the owners of such improvements (the "Service Payments"), all in accordance with the Act; and

WHEREAS, the Board has determined to undertake a public improvement project consisting of the acquisition and construction of a roundabout at the intersection of Lytle 5 Points Road and Bunnell Hill Road (collectively, the "Project"); and

WHEREAS, the Board desires to finance the costs of the Project and expenditures incident thereto and incident to such financing by the issuance and sale of revenue bonds to be designated "County of Warren, Ohio Tax Increment District Revenue Bonds, Series 2021 (Lytle 5 Points Road/Bunnell Hill Road Roundabout Project)", in accordance with Section 133.08 of the Ohio Revised Code, which bonds (hereinafter called the "Bonds") are to be secured by this resolution;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Warren, Ohio that:

SECTION 1. Definitions. Any reference herein to the County or the Board, or to any officers or members thereof, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms "hereof," "hereby," "hereto," "hereunder," and similar terms, mean this bond legislation.

SECTION 2. Authorization of Bonds. It is hereby determined to be necessary to, and the County shall, issue, sell and deliver, as provided herein and pursuant to the authority of Section 133.08 of the Ohio Revised Code, the Bonds for the purpose of paying the costs of the Project, and paying certain other costs, including costs of issuance, related thereto. The Bonds shall be

designated “County of Warren, Ohio Tax Increment District Revenue Bonds, Series 2021 (Lytle 5 Points Road/Bunnell Hill Road Roundabout Project)”.

SECTION 3. Terms and Execution of the Bonds. There are hereby authorized, and there shall be issued, Bonds in the principal sum of \$1,620,000, for the purposes aforesaid. Said Bonds shall be issued as fully registered bonds, shall be numbered from 1 upward, shall be dated as of their date of issuance, and shall bear interest at the rate of two and two-tenths per centum (2.20%) per annum, payable semi-annually on June 1 and December 1 of each year, beginning June 1, 2021, until the principal sum is paid. Said Bonds shall mature on December 1 of the following years, and in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2021	\$318,000
2022	315,000
2023	322,000
2024	329,000
2025	336,000

The Bonds shall be callable for redemption at the option of the County, in whole or in part, at a price of 100% of par, at any time on thirty (30) days’ notice to the holder.

The Bonds shall be executed on behalf of the County by the manual or facsimile signatures of at least two members of this Board. In case any officer whose signature or a facsimile thereof shall appear on the Bonds shall cease to be such officer before the issuance or delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until after that time.

The principal amount of each Bond shall be payable at the office of the County Auditor, which is hereby designated as the paying agent and registrar (the “Paying Agent and Registrar”) for the Bonds, and interest thereon shall be paid on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 payments respectively) on the registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Bond during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

The County and the Paying Agent and Registrar may deem and treat the registered holder of the Bonds as the absolute owner thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. Security for the Bonds. The Bonds shall not be general obligations of the County, but shall be secured only by a pledge of and lien upon the Service Payments imposed pursuant to the TIF Resolution, which pledge is hereby made.

SECTION 5. Sale of the Bonds. The Bonds are being sold to Treasurer of the County of Warren, Ohio (the "Original Purchaser") and are hereby awarded, at the purchase price of 100% of par. The appropriate officers of the County are authorized and directed to make on behalf of the County the necessary arrangements to establish the date, location, procedure and conditions for the delivery of the Bonds to the Original Purchaser, and to take all steps necessary to effect due execution and delivery to the Original Purchaser of the Bonds (or temporary bonds delivered in lieu of definitive Bonds until their preparation and delivery can be effectuated) under the terms of this Resolution.

SECTION 6. Authorization of All Documents to be Executed by the County. In order to better secure the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable, any member of this Board or the County Auditor are authorized and directed to take any and all actions and to execute such documents, financing statements, assignments, certificates and other instruments that may be necessary or appropriate in the opinion of Dinsmore & Shohl LLP, as Bond Counsel, in order to effect the issuance of the Bonds and the intent of this bond legislation, with such changes therein not inconsistent with this bond legislation and not substantially adverse to the County as may be permitted by law and approved by the officers executing the same on behalf of the County. The approval of such changes by said officers, and that such are not substantially adverse to the County, shall be conclusively evidenced by the execution of such documents by such officers.

The Clerk of the Board, or other appropriate officer of the County, shall certify a true transcript of all proceedings had with respect to the issuance of the Bonds, along with such information from the records of the County as is necessary to determine the regularity and validity of the issuance of the Bonds.

SECTION 7. No Personal Liability. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this bond legislation, or in any Bond, or under any judgment obtained against the County or the Paying Agent and Registrar or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the County, either directly or through the County, or otherwise, for the payment for or to the County or any receiver thereof, or for or to any holder of any Bond, or otherwise, of any sum that may be due and unpaid by the County upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the County or any receiver thereof, or for or to the owner or any holder of any Bond, or otherwise, of any sum that may remain

due and unpaid upon any Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the issuance of the Bonds.

SECTION 8. No Debt or Tax Pledge. Anything in this bond legislation, the Bonds or any other agreement or instrument to the contrary notwithstanding, neither this bond legislation nor the Bonds shall represent or constitute a debt or pledge of the faith and credit of the taxing power of the County, and each Bond shall contain on the face thereof a statement to that effect. Nothing herein shall be deemed to prohibit the County, of its own volition, from using, to the extent it may be lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of this bond legislation or the Bonds.

SECTION 9. Severability. If any section, paragraph or provision of this bond legislation shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this bond legislation.

SECTION 10. Sunshine Law. This Board hereby finds and determines that all formal actions relative to the adoption of this bond legislation were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with the law, including Section 121.22 of the Ohio Revised Code and Section 12 of Am. Sub. H.B. 197 of the 133rd Ohio General Assembly, as amended by Section 1 of Sub. H.B. 404 of the 133rd Ohio General Assembly.

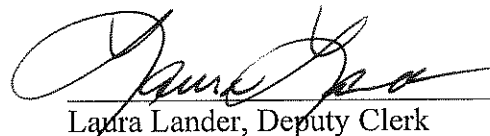
SECTION 11. Effective Date. This bond legislation shall take effect immediately upon its adoption.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_

Laura Lander, Deputy Clerk

cc: Auditor (certified)  
Engineer (TID) file

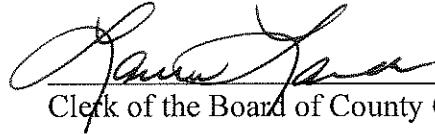
Abbot Thayer – Dinsmore  
Bond file



RESOLUTION #21-0299  
MARCH 02, 2021  
PAGE 5

**CERTIFICATE**

I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Board of County Commissioners on March 2, 2021.



\_\_\_\_\_  
Clerk of the Board of County Commissioners

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

# Resolution

Number 21-0300

Adopted Date March 02, 2021

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTION

WHEREAS, pursuant to Resolution #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator or Clerk of Commissioners; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of the attached financial transaction 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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

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

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL CORONAVIRUS RELIEF FUND #2210

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 93,670.12 into #22101110-5102 (Local Corona – Regular Salaries)

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

M  
M  
M

Resolution adopted this day of February 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adjustment file  
Supplemental Appropriation file  
OMB (file)



*to the relief*

*3-2-2021*

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

# Resolution

Number 21-0301

Adopted Date March 02, 2021

## ACKNOWLEDGE PAYMENT OF BILLS

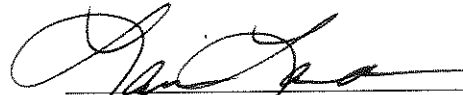
BE IT RESOLVED, to acknowledge payment of bills from 2/23/21 and 2/25/21 as attached hereto and made a part hereof.

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Auditor ✓

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

# Resolution

Number 21-0302

Adopted Date March 02, 2021

APPROVE AN OPERATIONAL TRANSFER FROM MOTOR VEHICLE FUND #2202 INTO  
STATE OPWC LOAN FUND #3360

BE IT RESOLVED, to approve the following operational transfer:


\$112,715.70 from 22023120-5997 (Operational Transfer)  
into 3360-49000 (Operational Transfer)

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Operational Transfer File  
Engineer (file)

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

# Resolution

Number 21-0303

Adopted Date March 02, 2021

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

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

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of December 2020 and January 2021:

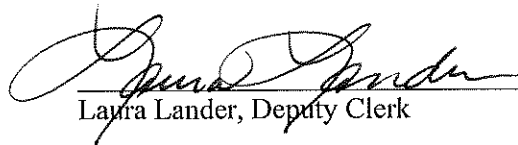
\$ 51,226.50	from #11011112 5997	(Operational Transfers)
	into 5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 2,217.78	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 41,917.32	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 4,151.67	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

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

Resolution adopted this 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

Tz/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file

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

# Resolution

Number 21-0304

Adopted Date March 02, 2021

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 1,200.00 from #11011150-5317 (Genl Pros Non Capital Purchase)  
into #11011150-5318 (Data Bd Approv Non Cap)

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

MRB/

cc: Auditor   
Appropriation Adjustment file  
Prosecutor (file)

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

# Resolution

Number 21-0305

Adopted Date March 02, 2021

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
11011150

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

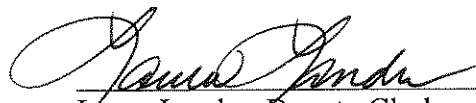
\$23.00            from #11011150-5820        (Genl Pros Health & Life Ins)  
                      into #11011150-5882        (Genl Pros Vacation Leave Payout)

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

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

Resolution adopted this 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

MRB/

cc: Auditor ✓  
Appropriation Adjustment file  
Prosecutor (file)  
OMB



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

# Resolution

Number 21-0306

Adopted Date March 02, 2021

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

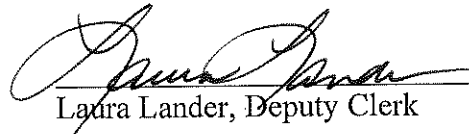
\$ .35 from #11011150-5820 (Genl Pros Health & Life Ins)  
into #11011150-5101 (Genl Pros Elected Officials)

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

MRB/

cc: Auditor              
Appropriation Adjustment file  
Prosecutor (file)

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

# Resolution

Number 21-0307

Adopted Date March 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,500.00 from #11011223-5400 (Purchased Services)  
into #11011223-5318 (Non Capital Purchases need DA)

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

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

# Resolution

Number 21-0308

Adopted Date March 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS COURT  
FUND #10111230

BE IT RESOLVED, to approve the following appropriation adjustment:

\$600.00      from    11011230-5910 (Other Expense)  
                 into    11011230-5855 (Clothing/Personal Equipment)

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc:    Auditor ✓  
         Appropriation Adj. file  
         Domestic Relations (file)

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

# Resolution

Number 21-0309

Adopted Date March 02, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE BUILDING AND ZONING DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$3,994.81      from    #11012300-5910      (Other Expense)  
                  into    #11012300-5321      (Capital Purchase w/Data Bd. Approv)


\$36,000.00    from    #11012300-5310      (Vehicles – Capital Outlay)  
                  into    #11012300-5321      (Capital Purchase w/Data Bd. Approv)

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adjustment file  
Building/Zoning (file)

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

# Resolution

Number 21-0310

Adopted Date March 02, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


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

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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Commissioners file

# REQUISITIONS

Dept	Vendor Name	Description	Amount
ENG	VECTREN ENERGY DELIVERY OF OHIO	GAS RELOCATION AT LYTLE 5/BUNNELL HILL	\$ 30,981.55

3/2/2021 APPROVED:



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Tiffany Zindel, County Administrator

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

# Resolution

Number 21-0311

Adopted Date March 02, 2021

APPROVE AND AUTHORIZE THE COUNTY TO ENTER NEGOTIATIONS WITH TOP RANKED CONTRACTOR RELATIVE TO THE WARREN COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM, APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN CONTRACT BETWEEN WARREN COUNTY BOARD OF COMMISSIONERS AND NEIGHBORLY SOFTWARE AND APPROVE THE RELATED PURCHASE ORDER REQUISITION

BE IT RESOLVED, to enter negotiations with top ranked contractor relative to the Warren County Emergency Rental Assistance Program, and approve and authorize the County Administrator to sign contract between Warren County Board of Commissioners and Neighborly Software, 3423 Piedmont Rd NE #550, Atlanta, GA for software service relative to the Warren County Emergency Rental Assistance Program for a contract price not to exceed \$41,000, and approve the related purchase order requisition, 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 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/sm

cc: C/A—Neighborly Software  
OGA (file)

# Resolution

Number 21-0312

Adopted Date March 02, 2021

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF SPEEDWAY SUPERAMERICA LLC IN FRANKLIN TOWNSHIP


BE IT RESOLVED, to continue the administrative to consider variance and appeal of conditions required for an access permit of Speedway SuperAmerica, LLC in Franklin Township; said hearing to be continued to March 9, 2021, at 9:45 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 2<sup>nd</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Latra Lander, Deputy Clerk

cc: Engineer (file)  
Public Hearing file  
Applicant – Brad Gross, 600 Speedway Drive, Enon, OH 45323