

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-0870

Adopted Date June 23, 2020

ACCEPT RESIGNATION OF TAMARA THOMAS, CASE AIDE, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, CHILDREN SERVICES DIVISION, EFFECTIVE JUNE 17, 2020

BE IT RESOLVED, to accept the resignation of Tamara Thomas, Case Aide, within the Warren County Job and Family Services Department, Children Services Division, effective June 17, 2020.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 20-0871

Adopted Date June 23, 2020

AUTHORIZE THE POSTING OF A "CASE AIDE" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Case Aide" position within the Department of Job and Family Services, Children Services Division; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Case Aide" 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 June 19, 2020.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Children Services (file)  
S. Spencer - OMB

# Resolution

Number 20-0872

Adopted Date June 23, 2020

APPROVE A PAY INCREASE FOR VIRGINIA BOOKS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Virginia Books, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on June 28, 2020; and

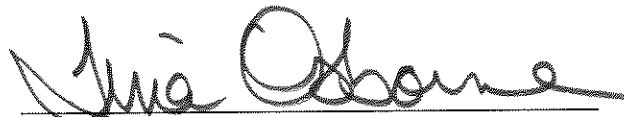
NOW THEREFORE BE IT RESOLVED, to approve Virginia Books' pay increase to \$22.22 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning July 4, 2020.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
V. Books' Personnel File  
OMB-Sue Spencer

# Resolution

Number 20-0873

Adopted Date June 23, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR MICHAEL ZEIHNER WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Michael Zeiher, Business Manager, within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective June 23, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Michael Zeiher's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$29.30 per hour effective pay period beginning July 4, 2020.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)  
M. Zeiher's Personnel File  
OMB – Sue Spencer  
T. Reier



# Resolution

Number 20-0874

Adopted Date June 23, 2020

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN UNION AGREEMENT ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE AND WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

BE IT RESOLVED, to authorize the County Administrator to sign an union agreement on behalf of the Warren County Sheriff's Office and Warren County Deputy Sheriff's Benevolent Association regarding Sworn Sergeants and Lieutenants employees; 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Deputy Sheriff's Benevolent Association  
Sheriff (file)

**AGREEMENT**  
**BETWEEN**  
**THE WARREN COUNTY SHERIFF**  
**AND**  
**THE WARREN COUNTY DEPUTY SHERIFF'S**  
**BENEVOLENT ASSOCIATION**  
**SWORN SERGEANTS AND LIEUTENANTS**

**SERB CASE NUMBER**  
**2019-MED-07-0645**

**EFFECTIVE THROUGH**  
**NOVEMBER 20, 2022**

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2020-2022 Final Agreement Between WCDSBA and Warren County Sheriff's Office  
Sworn Supervisors

**PREAMBLE**

This contract, hereinafter referred to as the "Agreement," sets forth the entire agreement between the Warren County Sheriff's Office, hereinafter referred to as the "Employer," and the Warren County Deputy Sheriff's Benevolent Association, hereinafter referred to as "the Benevolent Association."

The Employer and the Benevolent Association agree that the goal of this Agreement is to create a working relationship between both parties.

**ARTICLE 1**  
**RECOGNITION**

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board in Case No. 98-REP-02-0034, as may be amended/clarified by SERB as set forth herein, the Employer recognizes the Benevolent Association as the sole and exclusive representative for all employees sworn under Ohio Revised Code 311.04 in the following classifications: sergeants and lieutenants.

Section 1.2. The Benevolent Association recognizes the following employees as being excluded from the bargaining unit: sheriff, chief deputies, majors, captains, road patrol deputies, correction officers, detectives, court service deputies, clerical specialists, IT Manager computer technicians, evidence room/property manager, custodial workers, fiduciary employees, confidential employees, intermittent employees, and part-time employees. The position of Internal Affairs shall be included in the bargaining unit.

Section 1.3. Special Deputies and Cadet Deputies shall not be utilized in any way which would cause the layoff of or denial to overtime opportunities for bargaining unit personnel. They may continue to be used as in the past for prisoner visitation and recreation, and to supplement the work force in emergency situations, but not during the period of a layoff of bargaining unit personnel. The use of non-member (higher ranking officers of the agency to cover for absent Sergeants and Lieutenants) for a period not to exceed thirty-two (32) hours per month shall not be considered a violation of any article of this agreement providing that the higher ranking officers are not being compensated at the overtime rate.

Section 1.4. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.5. 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 agency, 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 Benevolent Association in writing within thirty (30) calendar days. If the Benevolent 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 Benevolent Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Benevolent Association, provided that if it

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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 Benevolent Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

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

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in him 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 agency, the Employer shall retain all rights imposed upon him by law to carry out the administration of the agency 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 agency, 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 agency; maintain and improve the efficiency and effectiveness of the agency, and the county.
- E. The right to make reasonable rules and regulate the agency, and to establish and amend policies and procedures, and necessary rules relating to the operation of the agency in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the agency 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.

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- 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.

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

Section 3.1. The Employer and the Benevolent 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, ancestry or genetic information of any person, or Benevolent 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.

Any grievance filed concerning an alleged violation of this Article may be only be pursued through step 3 of the grievance procedure.

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.

**ARTICLE 4**  
**BENEVOLENT 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 Benevolent Association membership dues uniformly required of bargaining unit members. The Benevolent 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 the Benevolent Association once each month.

Section 4.2. The Employer agrees to deduct Benevolent Association dues once each pay period for twenty-six (26) pay periods per year from a regular paycheck of bargaining unit employees who authorize such deductions in writing. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Benevolent Association dues from the payroll

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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. 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 Benevolent Association dues to be deducted after all other deductions are made, or (6) upon written notice of an employee's revocation of the dues authorization.

Section 4.4. The parties agree that neither the employees nor the Benevolent 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 Benevolent Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.5. The Benevolent 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.

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

Section 5.1. Representatives of the Benevolent Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Benevolent Association representative shall identify himself to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than eleven (11) employees combined from all five (5) bargaining units within the Sheriff's Office, designated by the Benevolent Association, to act as Benevolent 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 Benevolent Association shall provide to the Employer an official roster of all Benevolent 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



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D. Benevolent Association office held.

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

Section 5.4. 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 activity does 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 Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Benevolent Association agrees that no Executive Board Member or representative of the Benevolent Association either employee or non-employee of the employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Benevolent Association agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on duty employees except to the extent specifically authorized by the Employer.

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

**ARTICLE 6**  
**BULLETIN BOARDS**

Section 6.1. The Employer agrees to furnish the Benevolent Association bulletin board space to be used by the Benevolent Association for the posting of notices and bulletins relating to the Benevolent Association. All items so posted will bear the signature of an official of the Benevolent Association. The location of said bulletin board space shall be designated by the Employer.

**ARTICLE 7**  
**PROBATIONARY PERIODS**

Section 7.1. Any employee promoted into the bargaining unit as a Sergeant shall be required to successfully complete a probationary period of three hundred sixty-five calendar days (365). Any employee promoted from Sergeant to Lieutenant within the bargaining unit shall be required to successfully complete a probationary period of one hundred eighty (180) calendar days. An employee serving an initial probationary period whose performance is judged unsatisfactory shall be returned to his former classification. Any employee who successfully bids on a permanent reassignment to a specialized unit shall serve a probationary period of one hundred eighty (180) calendar days. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his former position.

Section 7.2. Employees promoted into the bargaining unit as Sergeant or from Sergeant to Lieutenant shall be assigned to the classification pay rate upon the effective date of the promotion.

Section 7.3. Any employee failing to complete the required promotional probationary period shall be returned to his previously held classification with no loss in seniority or benefits.

Section 7.4. An employee demoted to a lower classification for any reason shall receive the rate of pay in that classification which coincides with his years of service.

**ARTICLE 8**  
**SENIORITY**

Section 8.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 8.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 8.2. "Agency Seniority" shall be computed on the basis of uninterrupted length of continuous service with the employer as a sworn officer. "Rank Seniority" shall be computed on the basis of total time in rank. Rank seniority shall prevail over agency seniority where seniority rights are listed in this agreement.

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:

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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.
- 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 8.2(A)(1) through (4) above.

**ARTICLE 9**  
**VACANCIES/PROMOTIONS**

Section 9.1. When the Employer determines that a new assignment or a vacancy in any assigned area becomes available, notice of such assignment availability shall be posted in the Sheriff's Office out post room, squad room and jail. All such notices will contain a description of the position to be filled, any special qualifications that may be required, and the location where the employee will be required to report to work. All personnel who feel that they qualify for the assignment or vacancy may submit a request to the Employer to be considered for transfer to the new assignment or vacant position. Notice of vacancies shall be posted as provided for herein for fourteen (14) calendar days prior to being filled. Specialized Assignments include Deerfield Post Commander, South Lebanon Post Commander, Training Section Sergeant, Administrative Enforcement Lieutenant, Drug Task Force Sergeant and Lieutenant, C.I.S. Sergeant and Lieutenant.

Section 9.2. In the selection of a successful applicant for a vacancy to any other position other than a specialized assignment, or promotion, rank seniority shall prevail. Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first.

Section 9.3. In the selection of a successful applicant for a specialized assignment the following factors shall prevail:

- A. Rank seniority (20%)
- B. Records of Attendance \* (10%)
- C. Records of Discipline \* (10%)
- D. Records of Commendation \* (10%)

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- E. Ability to perform specialized job duties (40%). Physical standards shall account for ten percent (10%) for Training Section Sergeant. The remaining thirty percent (30%) shall apply to ability to perform specialized job duties.
- F. Performance Evaluations\*\* (excludes probationary evaluations) (10%)

\*Based on the twelve (12) months prior to the date the posting ends.

\*\* Based on the most recent performance evaluation issued prior to the date the posting ends.

Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first.

Section 9.4. In the selection of a successful applicant for a promotion, the test score (100 points of which up to ten [10] points can be based upon physical standards) and the following factors will determine a successful applicant:

- A. Rank seniority (4/10's of a point per year with a maximum of 5 points)
- B. Records of Attendance \* (5 points)
- C. Records of Discipline \* (5 points)
- D. Records of Commendation \* (5 points)
- E. Performance Evaluations \*\* (excludes probationary evaluations) (4 points)

\*Based on the twelve (12) months prior to the date the posting ends.

\*\* Based on the most recent performance evaluation issued prior to the date the posting ends.

The Employer shall make available to all applicants the weights to be given to each component of the test (e.g. percentage, number of points, pass/fail, etc.)

Section 9.5. It is the intent of the Employer that the most qualified applicant will be selected.

Section 9.6. Nothing in this Article shall in any way control the right of the Employer to make a change in assignment or to temporarily fill a vacancy. However, the Employer shall first consider qualifications of existing employees prior to hiring outside employees.

Section 9.7. An employee awarded a permanent reassignment through the bidding process within any assigned area may not voluntarily elect to return to his or her previous duty assignment. An employee awarded a specialized assignment pursuant to Section 9.3 of this Article in the C.I.S, D.T.F, or Training units only may voluntarily elect to return to his previous duty assignment within thirty (30) calendar days from the date that the employee first reports to work. The Employer shall award the assignment to the next highest eligible applicant on the established candidate list.

Section 9.8. When a temporary assignment which will exceed forty-five (45) calendar days becomes available (e.g., a temporary detective, road patrol, or court service position), it will be posted for bid pursuant to this Article, but for a period of seven (7) calendar days. The position shall be awarded to the senior qualified applicant. Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first. The parties may mutually agree to extend the assignment.

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Section 9.9. Appointment to the position of Lieutenant shall be filled in accordance with this Article, and with members of this bargaining unit, unless there are no qualified bargaining unit members for the position. The intent is to establish a Lieutenant eligibility list. Whenever the Employer determines to fill a vacancy in the Lieutenant classification, it shall be filled by the person, if any, standing highest on the promotional eligibility list established from a promotional examination, assessment and testing procedure. Eligibility lists shall remain in effect for one (1) year, or until the list is exhausted, whichever comes first. In order to be eligible to apply or test for a Lieutenant position, an employee must be within one (1) month of completing two (2) years of service in the preceding rank. When a test is given, each employee taking the test will have ten (10) days from the completion of the testing process to review his testing packet, exclusive of any proprietary material.

Section 9.10. When the County Sheriff's Office assumes another political subdivision's law enforcement functions and/or duties due to merger or transfer, the Employer may treat the new employee's prior service with a former law enforcement employer as if it had been served with the Sheriff's Office for the purpose of compensating the employee and for vacation accrual. All other seniority based benefits will be based on seniority with the Warren County Sheriff's Office or within rank while employed by the Warren County Sheriff's Office, whichever is applicable. An employee covered by this provision shall be subject to a three hundred sixty five (365) calendar day probationary period.

**ARTICLE 10**  
**DISCIPLINE**

Section 10.1. 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;
- D. Reduction in classification (demotion); and
- E. Discharge from employment.

Section 10.2. 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 10.3. The Employer may take disciplinary action for actions occurring while the employee is on duty, or working under the colors of the Employer, or represents himself as an employee of the Warren County Sheriff's Office, or in instances where the employee's conduct violates his oath

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of office or where the employee's on or off-duty action creates harm to the image of the Sheriff's Office. If an employee is to be disciplined, the Employer will commence the procedures within sixty (60) calendar days of verification of the event which may be cause for discipline. Verification means the date on which the statement of charges is issued to the employee.

Section 10.4. 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 affected employee will be given his Miranda and/or Garrity Rights by the Employer and the employee may request to have Benevolent Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than twenty-four (24) hours 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 10.5. 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 10.6. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall either not be an employee of the Warren County Sheriff, or shall not be in the employee's chain of command.

Section 10.7. 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 Investigation (AI) report prior to the conference. 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 10.8. The employee is entitled to a representative of his choice to accompany him to the conference. The employee shall provide a list of witnesses and the name and occupation of his representative to the Employer as far in advance as possible, but not later than forty-eight (48) hours prior to the disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered overtime and compensated at the overtime rate.

Section 10.9. At the conference, the employee will be advised of his Garrity Rights by the Employer. The hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. The employee or representative may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony.

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Section 10.10. 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 Benevolent Association, and the Employer upon completion of the report.

Section 10.11. 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 a Benevolent Association representative or a representative of his choice present during the questioning.
- C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. The Employer may audio record any investigative interviews or disciplinary conferences. 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 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 10.12. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 10.13. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony shall

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be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his credit. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence. The employee shall continue to be responsible for the payment of the employee's portion of the insurance premium.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

Section 11.1. 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 11.2. 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 matters. 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 ten (10) business 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 ten (10) business day period. The immediate supervisor must give his answer to the grievance in writing within ten (10) business days following the date on which the grievance was presented to him.

Section 11.3. Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the ten (10) business day period shall grant the employee the right to submit the grievance within ten (10) business days to the Division Commander. If the Division Commander is the immediate supervisor, Step 3 of the grievance procedure will commence.

Section 11.4. Step 3: Should the Division Commander fail to answer the grievance within the ten (10) business day period, the ten (10) business day submission period to the Sheriff or designee shall commence on the day following the end of the ten (10) business day period granted to the Division Commander. The Sheriff or designee must answer the grievance in writing within ten (10) business days of the date of the receipt of the grievance.

Section 11.5. Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request from the Benevolent Association in accordance with the provisions of this Article.

Section 11.6. The Benevolent Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) business days from the date of the final answer on a grievance from Step 3, the Benevolent Association shall notify the Employer of its intent to seek arbitration.



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Section 11.7. The Sheriff and the Benevolent Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Sheriff and the Benevolent Association are not able to agree upon an arbitrator within ten (10) business days after receipt by the Employer of the demand for arbitration, the Benevolent Association may request a list of fifteen (15) arbitrators from the American Arbitration Association (Ohio Arbitrators only). After receipt of the same, the parties shall strike names and indicate preferences as set forth in the AAA Rules. Either party may once reject the list and request another list of fifteen (15) arbitrators from AAA. The party that rejects an arbitration list shall be responsible for any costs involved in a substitute list.

Section 11.8. 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 11.9. 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. In cases of discharge or suspension, the arbitrator shall have the authority to award modification of such discipline.

Section 11.10. 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 Benevolent Association.

Section 11.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that Sheriff's Office 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 11.12. The Benevolent Association shall use a grievance form which shall provide the information required in the Article. The Benevolent Association shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to the employee and the Benevolent Association Representative(s) all replies concerning the grievance.

Section 11.13. 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 11.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

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Section 11.15. 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.

Note: All references to business days in this article refer to Monday – Friday, excluding holidays.

**ARTICLE 12**  
**PERSONNEL FILES**

Section 12.1. 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 12.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 12.3. Provided no similar intervening discipline has occurred, non-disciplinary counseling sessions shall cease to have force and effect six (6) months from the date of issuance. Provided no similar intervening discipline has occurred, records of verbal reprimand (time and date recorded) and written reprimand shall cease to have force and effect one (1) year from the date of issuance. Any record of disciplinary suspension or demotion shall cease to have force and effect two (2) years from the date of issuance, providing no intervening discipline has occurred. In the event of intervening discipline, the active record of discipline shall cease to have force and effect upon the expiration of the most recent discipline. Any inactive non-disciplinary counseling session or record of discipline will, at the request of the employee, be physically removed from the employee's personnel file and placed in a separate file maintained in the human resources office. Such separate file shall be clearly marked "inactive file." The employee's written request to remove inactive records of discipline shall be located in the inactive file with no copies in the active file.

Section 12.4. 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 12.5. Inactive files provided for in Sections 12.3 and 12.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

**ARTICLE 13**  
**SAFETY AND WELFARE**

Section 13.1. The Employer and the Benevolent 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.

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Section 13.2. The Benevolent 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 13.3. The Employer shall provide Hepatitis B, Flu, and Tuberculosis vaccinations/screens upon request to those employees who have direct contact with prisoners or former clients. The Employer shall advise employees of the medical conditions of clients (prisoners) in the most appropriate way in order to avoid the risk of infections and communicable disease to employees and to facilitate the proper care of the client. Employees who test positive for tuberculosis (TB) will be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the employee's health insurance plan.

In the event an employee has direct contact with an individual who has a communicable disease or infection, the Employer shall make medical screening available for the employee to screen for infection at the Employer's expense to the extent such medical screening and medication is not paid for under the employee's health insurance plan.

Section 13.4. 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 13.5. Eligible employees and their dependents shall be provided services through an Employee Assistance Program (EAP) as part of the Employer sponsored medical benefits plan at no additional cost to the employee, up to the maximum limits allowed in the EAP. (Eligibility for EAP services is separate from eligibility for the medical benefits plan.) Employees may schedule these appointments without Employer notification or approval. Records relating to EAP services shall only be released in accordance with applicable laws, unless the employee has provided a release for disclosure of the records.

**ARTICLE 14**  
**LABOR/MANAGEMENT AND SAFETY MEETINGS**

Section 14.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties 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. The Benevolent Association and the Employer may have representatives as each deems necessary to address the issues.

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Section 14.2. 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.
- B. Notify the Benevolent Association of 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 Benevolent 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.

Section 14.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

**ARTICLE 15**  
**EDUCATION AND TRAINING**

Section 15.1. The Employer recognizes and understands that continuing education and training are important aspects of employee performance and career development. The Employer agrees to make every reasonable effort to provide information through postings on appropriate training opportunities in the area.

Section 15.2. All training required of an employee in his current position by the Employer shall be paid for by the Employer. All required training shall be counted as time worked. On multiple day training sessions where the employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the county or from the site to the county shall be counted as regular work days, not to exceed eight (8) hours per day.

Section 15.3. The Employer shall pay for all necessary lodging, travel expenses, materials, tuition and fees pursuant to the Employer's policy for all required training and for voluntary training which has been approved in advance by the Employer.

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Section 15.4. Required training and/or instructions, as well as time for successful completion of "duty weapons" firearms qualifications, shall be considered time worked when the employee is not scheduled to work and is in an off duty status.

Section 15.5. If at any time, due to training required by the Employer that is not required for state certification, a member is obligated to work over their normal workday the member shall be compensated at time and one half (1½) for any extra hours worked, up to a maximum of two (2) hours per in class day. This includes but is not limited to, any preparation for training, any homework for training, and any research needed for training.

Section 15.6. In the event an employee is scheduled for off-site training, the employee shall be paid for travel time for the time spent traveling to and from the training. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. 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 shall be paid to the employee at his/her regular salary, with all hours worked in excess of eight (8) hours in any day paid at time and one-half (1½) the employee's hourly wage.

**ARTICLE 16**  
**INSURANCES**

Section 16.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit County general fund employees.

Section 16.2. The Employer may provide a comprehensive plan, a flexible benefits plan, or a preferred provider plan, etc. as additional options on the same basis these plans are provided to non-bargaining unit County general fund employees.

Section 16.3. If the Employer determines that it is necessary to assess a partial co-payment of insurance premiums by non-bargaining unit County general fund employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Effective January 1, 2020, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$110.00 per pay period.

Effective January 1, 2021, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$120.00 per pay period.

Effective January 1, 2022, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$130.00 per pay period.

Section 16.4. The Employer shall provide a term life insurance policy in the amount of twenty five thousand dollars (\$25,000), or an amount equivalent to one (1) year's base annual salary, whichever is greater, for each bargaining unit employee.

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Section 16.5. The Employer shall provide at least \$600 annually into the health savings account of employees electing single insurance coverage under the Employer's High Deductible Health Care Buy-up plan and at least \$1200 annually into the health savings account of employees electing family insurance coverage under the Employer's High Deductible Health Care Buy-up plan. These amounts shall be made in two (2) equal deposits in January and July.

Section 16.6. If both spouses work for the County, only the most senior full time member shall be charged for the family plan.

**ARTICLE 17**  
**PROFESSIONAL INSURANCE**

Section 17.1. 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 17.2. 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. Counsel shall be mutually agreeable between the Employer and employee. In the absence of agreeable counsel, the Warren County Bar Association shall be requested to assign counsel.

**ARTICLE 18**  
**TRAVEL EXPENSE REIMBURSEMENT**

Section 18.1. The Employer shall reimburse employees for expenses incurred by the employee with an itemized receipt while on official business in accordance with the following:

TRAVEL

- A. By County vehicle - actual expense upon presentation of receipts.
- B. By employee private vehicle - per County policy.
- C. By commercial carrier (airline, train, bus, taxi) actual costs of fare upon presentation of receipts and with prior approval of Employer.
- D. Tolls and parking - actual costs upon presentation of receipts.

HOTEL/MOTEL

Actual costs, if prior approval is received from the Employer and upon presentation of itemized receipts.

MEALS

When on authorized out-of-county official business for one (1) full shift or more, reasonable expenses upon presentation of itemized receipts. The Employer shall have sole discretion in

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determining the hours during which travel must occur in order to be eligible for reimbursement for a particular meal. The Employer shall also have sole discretion in determining the maximum amount to be reimbursed for each meal. Meals will not be reimbursed where travel is to an adjacent county for less than three (3) consecutive days. Adjacent counties, for purposes of this provision, are: Clermont, Hamilton, Butler, Preble, Montgomery, Greene, and Clinton. An employee assigned to such out-of-county travel (such as in training) for three (3) consecutive days or more may request advance payment of the per diem meal allowance. Payment will be made from the Sheriff's Office funds, which the employee must reimburse when the County pays the employee's expenses.

Section 18.2. All expenses shall be filed on the travel expense report with the itemized receipts attached. An itemized receipt may be handwritten, if it is signed by the vendor. Alcoholic beverages will not be a reimbursable expense.

Section 18.3. Any travel expense reimbursed by the County herein, may be reported as taxable income to the employee if the Internal Revenue Service (IRS) requires such reimbursement to be reported.

**ARTICLE 19**  
**UNIFORMS AND EQUIPMENT**

Section 19.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer in quantities specified by the Employer, but not less than three (3) summer uniforms and three (3) winter uniforms. The Employer shall contract for cleaning services which employees may make use of for purposes of cleaning uniforms. Sergeants and Lieutenants are eligible for uniform shoe replacement on an "as needed" basis.

Section 19.2. Plain clothes officers may utilize the dry cleaning vendor(s) designated by the Employer for cleaning of no more than three (3) suits (or the equivalent) per month (the Employer may make an exception to this limitation when the circumstances warrant).

Section 19.3. Where an employee supplies evidence that he sustained damage to authorized personal property in the active discharge of duty with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements to a maximum of two hundred dollars (\$200.00), but not more than seventy-five dollars (\$75.00) for jewelry items, per calendar year. Reimbursement for damage to personal property is available only for authorized property. Certain property is considered unauthorized but permitted (e.g., cell phones, pagers, etc.), and some property may be considered prohibited (e.g., laser sights for weapons, etc.). To the extent possible, the Division Commanders and Watch Commanders will prepare lists showing examples of the three (3) categories of personal property. The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. In the event payment for damaged authorized personal property is received by the employee from any other source, the Employer shall be reimbursed for its payment to the employee under this Section.

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Section 19.4. The Sheriff's Office shall review and evaluate any and all issued equipment every two (2) years. The purpose of the review is to determine if issued equipment is safe and maintained to manufactures specifications. The review will be conducted by a panel made up of Management, training staff, firearms instructors, and bargaining unit members. Management shall use the results of the review to determine if new or replacement equipment is needed.

**ARTICLE 20**  
**PHYSICAL STANDARDS**

Section 20.1. The Employer has the right to establish physical standards for promotions and specialized assignments, as set forth in Article 9.

**ARTICLE 21**  
**ALCOHOL/DRUG STANDARDS**

Section 21.1. Drug/alcohol testing may be conducted on employees at times of pre-employment or on a random basis (for safety-sensitive positions) after employment, or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substances 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 21.2. 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 but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

Section 21.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance 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



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result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 21.4. 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 21.5. 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 21.6. 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 21.7. Test results shall only be released in accordance with all applicable laws unless the employee has provided a signed release for disclosure of the results, subject to Section 21.6(C) above. 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 21.8. If the alcohol or drug test is positive, and 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

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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 successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same or similar position for which he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement. 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 substance abuse professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violation involves evidence of a felony drug related activity, will not be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 21.9. Costs of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer except that return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section 21.10. 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 screening test results. No other medical finding may be released without the express written authorization of the employee.

Section 21.11. Additional Procedures Regarding Random Testing: The pool for random testing shall be a combined pool for all employees in safety-sensitive positions in all bargaining units in the Office of the Warren County Sheriff. Testing may be conducted up to three (3) times a year. Up to ten percent (10%) of the employees in the pool will be tested each time. Aside from the random approach to selection, and the lack of any need for substantiation of reasonable suspicion, the procedures for random testing shall be the same as for reasonable suspicion testing. Selection of employees shall be random, selected by an outside agency, by payroll number.

**ARTICLE 22**  
**HOURS OF WORK / OVERTIME / CALL-OUT TIME /**  
**ON-CALL TIME / COURT TIME**

Section 22.1. This Article is intended to define the normal hours of work per day or per week or per period in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employee, etc. This Article is intended to be used as the basis of computing overtime and shall not be construed as a guarantee of work per day or per week or per period.

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Section 22.2. With the exception of changes of shifts, when employees are required to work more than eight (8) hours in any calendar day, or more than one hundred sixty (160) hours within a twenty-eight (28) calendar day period, they shall receive compensation at the rate of one and one-half (1½) times their regular hourly rate for all excess hours. Overtime shall be calculated to the nearest twelve (12) minutes. An exception to the eight (8) hour provision shall be deemed accepted when the Employer and employee(s) mutually agree to do so (e.g., four [4] ten [10] hour days). The workday for all personnel assigned to non-continuous operations is exclusive of an unpaid meal period.

Section 22.3. 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 (1½) hours off for each one (1) hour of overtime worked. Employees may accumulate up to one hundred twenty (120) hours of compensatory time. 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. In all cases, requests for compensatory time off shall be approved or disapproved according to the operational needs of the Employer;
- C. Requests for compensatory time off must be submitted not less than sixteen (16) hours in advance of the time requested, unless a shorter advance notice is accepted at the discretion of the supervisor;
- D. Upon termination of employment, an employee will be paid for his accrued compensatory time at his current rate of pay, or his average pay over the preceding thirty-six (36) months, whichever is greater.

Section 22.4. When an employee is called in to work before the commencement of his regularly scheduled eight (8) hour working period, or when recalled to work after the conclusion of his regularly scheduled eight (8) hour working period, the employee shall receive a minimum of three (3) hours compensation for each such occurrence. This minimum does not apply to time called in to work that abuts the regularly scheduled work shift.

Section 22.5. An employee who is required to be confined or restricted to a particular pre-designated location for the purpose of being "on-call" shall be considered to be on "restricted-on-call". These hours shall be counted toward overtime calculations.

Section 22.6. An employee who is "on-call" but is only required to carry an agency issued cell phone, or to report and update the phone number of the location where the employee can be reached, shall be considered to be on "access-on-call". The employee on "access-on-call" shall be compensated for only the actual hours called out to work with a three (3) hour guaranteed minimum, unless the call abuts the regularly scheduled work shift.

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Section 22.7. Any employee who is required to attend court in performance of his duties outside his regular work shift shall receive a minimum of three (3) hours at one and one-half (1½) times his regular hourly rate for such attendance unless the appearance abuts the regularly scheduled work shift. In the event that such court time is within two (2) hours at the end of an employee's scheduled shift, the employee may hold over until he is scheduled to attend court. No court time shall be allowed to any such employee who has been notified that his presence is not needed at least two (2) hours prior to his scheduled appearance. If an employee is required to stay in attendance at such court for more than two (2) hours in any one day, he shall be paid at time and one-half (1½) rate for all hours in excess of one and one-half (1½) hours spent in attendance that day. Any employee required to attend court on their regular scheduled day off, or they are required to attend court at a time which is more than four (4) hours before or after their scheduled shift shall receive a minimum of three (3) hours at one and one half (1½) times their regular rate of pay for such attendance in lieu of the three (3) hour court time. Any and all fees, compensation or allowances to which any employee is or would be entitled to for such court time as provided by the statute or court order, shall be turned over and paid to the county and not retained by the employee.

Section 22.8. An employee will be afforded an eight (8) hour lay over between his hours of duty; meaning an employee who works a normal eight (8) hour tour and is relieved, shall not be ordered to another tour without such lay over. Unscheduled overtime, state of emergency, and court time will be an exception to this requirement. Employees required to attend mandatory training may not be afforded the eight (8) hour lay over, but shall normally be afforded a lay over of at least six and one-half (6½) hours.

Section 22.9. Scheduled Overtime. When a supervisor becomes aware that an overtime assignment will be necessary, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Drug Task Force, South Lebanon, Court Services, Deerfield Township, etc.). The date and hours of the overtime will be posted with twelve (12) slots indicated after each entry. Up to twelve (12) persons within the same work unit the overtime is posted for will have the opportunity to sign up for the same overtime. The posting supervisor will determine which of these persons signing up has the least amount of hours worked overtime during that year and assign the overtime to that person. In the event two employees sign up to split the shift, and both employees have the least amount of hours worked overtime during that year than employees signing up for the whole shift, the two employees shall be granted the overtime shift. Thereafter, if no one signs up for the overtime, the posting supervisor will determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same work unit as the overtime shift is posted for, with the least amount of overtime hours worked that year, and assign those two employees to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. The two employees assigned will be required to work but may give their assigned overtime away with at least two hours' notification to the on-duty supervisor (a shorter notice may be accepted at the discretion of the Employer). The assignment of any overtime will be based on overtime hours worked only.

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Overtime (scheduled or unscheduled) covering vacations should be posted 14 days (in no case less than 10 days) in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Overtime (scheduled or unscheduled) covering compensatory time should be posted 5 days (in no case less than 3 days) in advance unless a shorter advance notice is accepted at the discretion of the supervisor.

Section 22.10. Unscheduled Overtime. When a supervisor becomes aware that an overtime assignment will be necessary, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Drug Task Force, South Lebanon, Court Service, Deerfield Township, etc.). Employees shall not be assigned overtime out of their work unit unless it is necessary to fill the position and it is not possible to do so from within the work unit. Overtime shall be offered to employees on the shift preceding the need.

Under no circumstances will employees be permitted to work in excess of sixteen (16) consecutive hours. Court time and call outs shall be exceptions to this rule. An employee will not be permitted to work more than twenty-eight (28) hours in any consecutive forty (40) hour period. Off-duty details and other outside employment will not necessarily disqualify an employee for an overtime assignment; however such employment may be considered by the Employer when assigning overtime.

If no employee accepts the overtime offer, the supervisor shall determine who is available on the shift preceding the need within the assigned work unit with the least amount of overtime hours worked that year, and assign that person to work. The employee assigned to work the shift may telephone employees to secure a replacement. Full shift overtime may be offered to and split among two (2) employees. The overtime accumulation record shall expire on December 31 of each year and a new record will be created. However, January overtime will be assigned from the previous year's record. Assigned overtime will be based on overtime hours worked only.

In the event overtime is needed during a shift, the shift supervisor will determine who is available on the shift following the need, within the bargaining unit, with the least amount of hours worked that year, and assign that person to work the remainder of the shift. If no employee is available to work from the shift following the need, the supervisor will utilize the accumulation record and assign the lowest available officer to work the shift.

Section 22.11. In cases of both scheduled and unscheduled overtime, the Employer reserves the right to offer said overtime based upon the operational needs of the Sheriff's Office, pursuant to the procedures in Sections 22.9 and 22.10.

Section 22.12. The parties agree to explore scheduling alternatives. In the event the Employer then enacts permanent shifts or limited shift rotations, employees may select their preferences within their work assignment area according to their rank seniority, subject to the operational needs of the Sheriff's Office.

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Section 22.13. In the event that an employee is mandated to work a double shift the employee will receive one and one-half (1½) times the employee's hourly rate for the second shift worked.

Section 22.14. Notwithstanding the provisions of this Article, the Administrative Lieutenant will be able to work County Road Patrol overtime as a Sworn Supervisor under the following conditions:

1. Scheduled and Unscheduled overtime has been offered to all Sworn Supervisors assigned to County Road Patrol and been declined;
2. Scheduled and Unscheduled overtime assignment would result in a County Road Patrol Sworn Supervisor to be "forced" to work the overtime shift;
3. The Administrative Lieutenant will not be eligible to be forced to work a scheduled or unscheduled overtime shift;
4. However, in the event the Administrative Lieutenant while working a scheduled shift and a need arises for overtime on the proceeding shift, the Administrative Lieutenant could be forced to work the proceeding shift as per the unscheduled overtime section of this agreement.

No other specialized unit shall be allowed to work overtime outside their respective work unit.

The Deerfield Township and South Lebanon Post Commanders shall remain eligible to sign up for, and work their respective posts' overtime, as they fall within the daily work rotation of their posts.

Section 22.15. For purposes of Sections 22.9 and 22.10, an employee is considered unavailable for an overtime assignment when the employee has or will have exceeded the maximum of sixteen (16) consecutive hours of work. Employees on approved leave are considered unavailable for the entire twenty-four (24) hour period (i.e. 0001 hours through 2400 hours) of the approved leave day; however, an employee may voluntarily sign up for overtime during such twenty-four (24) hour period exclusive of their regularly scheduled shift.

**ARTICLE 23**  
**WAGES AND COMPENSATION**

Section 23.1. Effective the beginning of the first full pay period including January 1, 2020, the regular hourly pay rate for all bargaining unit members shall be increased by two and one half percent (2.5%) as follows:

			<u>10 Years</u>	<u>20 Years</u>
Sergeants -	Hourly	\$40.60	\$40.90	\$41.45
	Annual	\$84,448.00	\$85,072.00	\$86,216.00
Lieutenants -	Hourly	\$46.69	\$46.99	\$47.54
	Annual	\$97,115.20	\$97,739.20	\$98,883.20

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Section 23.2. Effective on the first day of the first full pay period including January 1, 2021, the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

			<u>10 Years</u>	<u>20 Years</u>
Sergeants -	Hourly	\$41.62	\$41.92	\$42.47
	Annual	\$86,569.60	\$87,193.60	\$88,337.60
Lieutenants -	Hourly	\$47.86	\$48.16	\$48.71
	Annual	\$99,548.80	\$100,172.80	\$101,316.80

Section 23.3. Effective on the first day of the first full pay period including January 1, 2022, the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

			<u>10 Years</u>	<u>20 Years</u>
Sergeants -	Hourly	\$42.66	\$42.96	\$43.51
	Annual	\$88,732.80	\$89,356.80	\$90,500.80
Lieutenants -	Hourly	\$49.06	\$49.36	\$49.91
	Annual	\$102,044.80	\$102,668.80	\$103,812.80

Section 23.4. 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 (1½) 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 23.5. As stated in Section 9.8 of this Agreement, in the event that the County Sheriff's Office assumes another political subdivision's law enforcement functions and/or duties due to merger or transfer, the Employer may treat the new employee's prior service with a former law enforcement employer as if it had been served with the Sheriff's Office for the purpose of compensating the employee, which includes placing the employee in the applicable pay rate that reflects his prior law enforcement.

Section 23.6. Bargaining unit employees assigned to plain clothes (detective) duty shall receive a forty cent (\$.40) per hour stipend that will be added to their base rate of pay. Plain clothes officers may utilize the dry cleaning vendors designated by the Employer for cleaning of no more than thirty-one (31) pieces of clothing per month (the Employer may make an exception to this limitation when the circumstances warrant).

Section 23.7. Bargaining Unit employees assigned to the detective unit shall receive a three percent (3%) pay differential added to their hourly rate.

**ARTICLE 24**  
**VACATION**

Section 24.1. The vacation eligibility schedule for full-time bargaining unit employees is as follows:

Upon completion of one (1) year	80 hours
Upon completion of seven (7) years	120 hours
Upon completion of fourteen (14) years	160 hours
Upon completion of twenty-four (24) years	200 hours

Section 24.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is on any unpaid leave, disciplinary suspension, or while in layoff status.

Section 24.3. Vacation shall not be granted in increments of time that are less than fifteen (15) minutes in duration. Requests for vacation shall be made in writing by the employee to the Employer no less than fourteen (14) calendar days prior to the date the requested vacation is to commence. Vacation requests with less than fourteen (14) days prior notice may be granted at the discretion of the Employer.

Section 24.4. Vacations shall be scheduled in such a manner as to not interfere with the efficient operation of the Sheriff's Office. Whenever possible, seniority shall be used to determine vacation schedules. Seniority shall not be reason to cause an employee to lose an approved vacation period.

Section 24.5. Vacation credit of three (3) years plus current year shall be paid out at the employee's current rate of pay upon separation of employment. Vacation credit in excess of three (3) years plus current year may be accumulated but not paid out upon separation of employment.

Section 24.6. When an employee with more than one (1) year of continuous service resigns, retires or dies while working for the Sheriff's Office, he shall be paid for any earned but unused vacation. Vacation payment shall not be paid when an employee is granted leave of absence.

**ARTICLE 25**  
**HOLIDAYS**

Section 25.1. All full-time continuous bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Police Memorial Day	May 15th
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October



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Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25 <sup>th</sup>

All full-time non-continuous bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th

Section 25.2. 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 for in this Article.

If a holiday provided for in Section 25.1 above occurs while an employee is on vacation or sick leave, such leave time will not be charged against that employee's vacation or sick leave balances.

Section 25.3. For employees who are assigned to continuous operation duty (24 hour - 7 day operations), the holidays provided for in Section 25.1 of this Article shall be observed on the date on which they occur.

For employees who are assigned to non-continuous operation duty (Monday through Friday operations), holidays provided for in Section 25.1 of this Article that occur on a Saturday shall be observed on the previous Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

Section 25.4. Employees who are assigned to continuous operation (24 hour - 7 day operations) who work four (4) hours or more of their shift during the twenty four (24) hour period of the holidays provided for in this Article shall receive the overtime rate of pay for the first eight (8) hours worked plus eight (8) hours holiday pay.

Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2½) times his or her normal rate of pay for all hours worked in excess of eight (8).

Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

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Section 25.5. Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are scheduled to work on a holiday provided for in this Article shall receive the overtime rate of pay for all hours worked plus eight (8) hours holiday pay.

Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 25.6. Employees who work on a holiday will have the option to (1) receive their holiday pay and one and one-half (1½) time pay for all hours worked, or (2) receive their holiday pay and convert their premium pay (but not the holiday pay of eight [8] hours) to compensatory time.

Section 25.7. Certain deputies, because of specialized assignments, would prefer to arrange their holidays off in conjunction with their assigned area, such as in the schools. With prior approval of the appropriate division commander, deputies on specialized assignments may rearrange their holiday schedules. The Association Representatives will be notified of any approved holiday trade.

**ARTICLE 26**  
**SICK LEAVE**

Section 26.1. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family;
- B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;
- C. Pregnancy, childbirth and/or related medical conditions of the employee; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

- E. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and
  - 1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has an 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor (in writing), the member may adjust work hours to make-

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up for the time at the appointment and avoid the need to use any sick leave.) In no case will this change in shift cause anticipated overtime at the time of scheduling.

2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave. (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his shift and only be charged sick leave for the actual time used to complete the appointment.)

NOTE: Scheduled sick leave does NOT count as an occurrence toward the number of sick leave incidents for purposes of triggering an investigation. Any other use of sick leave shall disqualify the employee from earning additional personal leave days referenced in Section 29.2.

- F. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.
- G. Compassion leave of a reasonable period, to attend to a terminally ill relative. For purposes of granting compassion leave only, "relative" shall include all family members listed in Article 34, Funeral Leave.

Section 26.2. For purposes of this Article, the immediate family is defined as: mother, father, child, legal ward, spouse, step-child, step-parent, legal guardian or other person who stands in the place of a legal parent.

Section 26.3. The call-in time limits will not apply in cases of emergency illness or injury. Definition of emergency illness to wit: heart attack, stroke, appendicitis, etc. to the employee or his immediate family. Definition of emergency injury to wit: auto accident, amputation, disabling fall, etc.

Section 26.4. The Employer maintains the right to investigate any employee's absences.

Section 26.5. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave.

Section 26.6. The amount of sick leave time any one employee may accrue is unlimited.

Section 26.7. Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.

Section 26.8. An employee on sick leave shall inform the control officer on duty of the fact and reason at least two (2) hours prior to the time he is scheduled to report to work, and on each day on a continuing absence unless otherwise agreed to by the Employer or his designee. Failure to

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do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence.

Section 26.9. The Employer shall have the right to retain an employee on duty until a replacement reports for duty, and the Employer or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examinations, nursing visits, or other inquiry which the Employer deems necessary which will be paid for by the Employer. Absence for part of the day that is chargeable to sick leave shall be charged proportionately in an amount not less than fifteen (15) minutes. Schedules may be rearranged upon request of the employee and approval of Employer to avoid the charging of sick leave.

Section 26.10. Within ten (10) scheduled working days of the employee returning to work the employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall approve or disapprove sick leave requests on a case basis, and only for appropriate reasons. The employee shall only be charged for sick time equal to eight (8) hours less all hours worked that day. It is the intent of the parties that when an employee works overtime in a work day, or when an employee is required to attend court in the performance of his duties outside his regular work shift, and later calls off sick for a regular shift (or part of a shift), they shall receive credit for the overtime and will only be charged sick leave for the difference between the hour paid and eight (8) hours, if any. The following are examples of the application of this provision:

Example #1 ∈ An employee assigned to the 4-12 shift works four (4) hours of overtime. He then calls off sick on his 4-12 shift later that day. He will receive six (6) hours pay for the overtime, and will be charged two (2) hours of sick leave for the shift called off, for a total of eight hours of pay.

Example #2 ∈ The employee works the entire midnight to 8 shift on overtime, then calls off sick for his 4-12 shift. He receives twelve (12) hours of pay for overtime, and is charged no hours of sick leave.

A doctor's excuse is required if the employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled workweek.

Section 26.11. Falsification of the written, signed statement or altering the physicians' certificate will be grounds for disciplinary action.

Section 26.12. Upon submitting proper verification by employee to Employer, employees who transfer between county departments or agencies, or from another public agency as provided for by applicable state law, or who are re-appointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, re-appointment or transfer does not exceed ten (10) years.

Section 26.13. 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

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during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks in accordance with the FMLA of 1993, as amended.

Employees are required to use accrued paid leave (e.g., sick, vacation, personal, compensatory time, OIL, donated leave, etc.) when the reason for the leave also qualifies as a permissible use of the paid leave before being placed on unpaid leave. Such paid leave will run concurrent with and count towards the twelve (12) week total of FML. The Employer may designate any leave as FML if the reason for the leave qualifies. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days' notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement however, the length of the leave will be calculated to include the time the employee was off on FML. It is intended that the application of this section comply with the FMLA of 1993, as amended and that the parties shall take such actions as to ensure compliance.

Section 26.14. Donated Time:

- A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. When it comes to the attention of the Sheriff that an employee's paid leave time has been or is about to be exhausted, and the Employer is aware of a serious personal illness of the employee, he shall assign a supervisor to investigate and prepare a report detailing:
  - 1. The character of the employee's ailment;
  - 2. The health care provider's prognosis for recovery;
  - 3. The employee's history of paid leave usage; and
  - 4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.
- B. The approval of donated time shall be solely at the discretion of the Sheriff. If the Sheriff approves a recommendation for an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave, compensatory time, and/or sick leave for the benefit of such approved recipient. Time donated must be in one (1) hour increments. Employees donating sick leave must have an accrued balance of at least 400 hours of sick leave.
- C. Donated time shall be converted to its cash equivalent and paid to the recipient at his or her regular hourly rate.

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- D. Donated time shall be drawn from the donated time bank in as equitable a fashion as is feasible.
- E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

Section 26.15. An employee who calls in sick due to the employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four (24) hour period following his scheduled start time unless they make themselves available to resume duties for the employer by notifying the on duty supervisor. An employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer, etc.) during such period shall be subject to disciplinary action.

Section 26.16. Employees released from their doctor for transitional duty shall be accommodated if appropriate transitional duty is available. The Employer will determine if transitional duty work is available pursuant to the Employer's transitional duty policy. The Employer's determination will not be arbitrary or capricious.

**ARTICLE 27**  
**SICK LEAVE CONVERSION**

Section 27.1. Employees who have completed ten (10) years or more of 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.

- A. Eligible employees shall be entitled to convert accumulated sick leave hours as set forth below:
  - 1. Ten to fifteen years of service: twenty-five percent (25%) up to a maximum of two hundred forty (240) hours.
  - 2. Fifteen to twenty years of service: twenty-five percent (25%) up to a maximum of three hundred (300) hours.
  - 3. Twenty to twenty-five years of service: twenty-five percent (25%) up to a maximum of three hundred sixty (360) hours.
  - 4. Twenty-five years of service: twenty-five percent (25%) up to a maximum of four hundred twenty (420) hours.

County service shall mean only Warren County Service.

Section 27.2. Payment shall be based upon the employee's hourly rate of pay at the time of separation. Only sick leave hours accrued while employed by Warren County are eligible for conversion under this Article.

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Section 27.3. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

Section 27.4. 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.

**ARTICLE 28**  
**PERSONAL DAY LEAVE**

Section 28.1. All bargaining unit employees who have completed one (1) year of service shall be entitled to one (1) personal leave day with pay during each calendar year. Personal day leave use shall not be charged to accumulated but unused leave.

Section 28.2. 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 calendar pay period provided for in this Section can begin at any time, and shall end one hundred eighty (180) days later. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage.

Section 28.3. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal day leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Section 28.4. Employees must schedule and use personal day leave as provided for in Section 28.1 of this Article on or before December 31<sup>st</sup> of each calendar year. Personal leave not scheduled and used on or before December 31<sup>st</sup> will be forfeited. If, after December 1<sup>st</sup> of any calendar year, an employee requests personal day leave in compliance with Section 28.3 above, and the Employer denies the scheduling of such personal day leave, the employee may request and the Employer shall schedule such denied personal leave day during January of the following calendar year before it is forfeited.

Employees must schedule and use earned personal day leave as provided for in Section 28.2 of this Article within one hundred eighty (180) calendar days of the date on which such personal leave day is earned. Earned personal day leave not scheduled and used within one hundred eighty (180) calendar days shall be forfeited.

**ARTICLE 29**  
**JURY DUTY (CIVIL LEAVE) WITNESS FEES**

Section 29.1. If an employee is called for court jury duty during his scheduled shift, that employee shall be paid his regular salary or wage during his absence and will be required to turn over any monies received from the court to the county. The employee shall be expected to report for work

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if a reasonable amount of time remains during his regular work day at the discretion of the Employer.

Section 29.2. If an employee is called for court jury duty and is selected to sit on the jury and that employee's schedule requires him to work, that employee's schedule will be arranged as to time on required jury duty be as shift work (i.e., if that employee is scheduled to work on the same hours as jury duty, that employee will serve on the jury. If that employee should be scheduled to work any other shift, the required duty will act as scheduled time worked).

Section 29.3. If an employee is summoned to appear as a witness, in relation to his job duties and not a civilian type witness (character witness), in a court of law and received his regular salary or wage for the time spent in court, that employee shall be required to turn over any witness fees received to the county.

Section 29.4. If an employee is required to appear in a court of law for personal reasons, at the discretion of the Employer and employee, that employee shall be required to take comp time, vacation, or leave without pay (in that order) for the time period absent.

**ARTICLE 30**  
**MILITARY LEAVE**

Section 30.1. Employees shall be granted military leave in accord with the applicable state or federal law.

**ARTICLE 31**  
**OCCUPATIONAL INJURY LEAVE**

Section 31.1. This Article outlines the conditions under which Occupational Injury Leave (OIL) may be granted by the Employer and the procedures for administering its use.

Section 31.2. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his official duties with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The employee will continue to receive his regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer and is in lieu of Workers' Compensation (temporary total disability). An employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation. OIL will continue for a period not to exceed ninety (90) calendar days, without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for an additional ninety (90) calendar days. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.

Section 31.3. The Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. In



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the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician, mutually selected by the Benevolent Association and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The services of the third physician shall be paid for by the Employer.

Section 31.4. An employee applying for OIL shall authorize the release to the Employer of all medical information, pertinent only to the occupational injury or illness, possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee.

Section 31.5. The Employer may assign the employee to transitional duty with the approval of, and within the limitation set by, the employee's treating physician. The Employer will determine if transitional duty work is available.

Section 31.6. The Employer may provide this benefit to the employee through income protection insurance or by any other means available to the Employer. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive OIL pay. The cost of such insurance shall be at the Employer's expense.

Section 31.7. Employees on Workers' Compensation lost income benefits do not earn sick or vacation leave.

**ARTICLE 32**  
**LEAVE OF ABSENCE WITHOUT PAY**

Section 32.1. Upon the written request of a permanent employee, the Employer may grant an employee a leave of absence without pay excluding the seeking of outside employment.

Section 32.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 32.3. The maximum duration of leave of absence without pay for purposes of education, training, or specialized experience which would benefit county service, or for other related reasons, shall not exceed two (2) years.

Section 32.4. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Employer based upon its own merits.

Section 32.5. Upon returning from a leave of absence, the employee shall be placed in his original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished.

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Section 32.6. An employee who fails to return to work within seventy two (72) hours of completion of a leave of absence (without reasonable explanation to the Employer) may be removed.

Section 32.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit, and seniority will be suspended until the employee returns to work.

Section 32.8. 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 can cancel the leave and provide the employee with a written notice directing the employee to report for work within seventy two (72) hours of receipt of such notice.

Section 32.9. An employee seeking to return to active duty prior to the scheduled date may do so with approval from the Employer.

**ARTICLE 33**  
**DISABILITY LEAVE**

Section 33.1. This Article outlines the conditions under which disability leave may be granted by the Employer, and procedures for administrating its use.

Section 33.2. When an employee becomes physically unable to perform the duties of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position and compensation. Such request shall be in writing, stating the reason for the request and, if approved by the Employer, attached to the implementing personnel action.

Section 33.3 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.

Section 33.4. Disability Leave. An employee who has completed his probationary period and becomes physically unable to perform his duties due to illness, pregnancy or disability shall be granted a leave of absence for a maximum period of six (6) consecutive calendar months.

An employee who exhausts the six (6) month disability leave and provides satisfactory medical documentation of a continuing disability shall be granted a six (6) month personal leave upon request. In order to maintain employment rights, the employee must request to return prior to the

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conclusion of the disability/personal leave; however, in no case will an employee be allowed more than twelve (12) months disability leave in an eighteen (18) month period for the same illness or condition. When an employee is ready to return to work, he shall furnish a statement from a physician releasing him as able to return to work. Any replacement worker in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave.

The employee will present evidence as to the probable date on which he will be able to return to the same or similar position as soon as he is aware of such date. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, paid leave and leave granted under the Family and Medical Leave Act of 1993.

Section 33.5. Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the temporary appointment shall be made permanent, if the temporary employee so desires.

Section 33.6. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his disability leave. An employee who does not return from disability leave, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

Section 33.7. An employee who has been granted a Disability Leave shall not accrue vacation leave or sick leave during such a Disability Leave.

**ARTICLE 34**  
**FUNERAL LEAVE**

Section 34.1. Due to the death of a member of the employee's immediate family the employee shall be granted two (2) days funeral leave, not chargeable to sick leave, and up to five (5) additional 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.

Section 34.2. In cases where the funeral as described above is outside of the tri-state area (Ohio, Kentucky, Indiana) an additional three (3) days of absence (chargeable to sick leave, vacation, and/or comp time) may be granted as necessary. All other provisions of Section 34.1 continue to apply.

**ARTICLE 35**  
**RETIREMENT**

Section 35.1. Upon age and service retirement, employees shall be presented with a badge, agency patch, service decoration, and/or a name plate worn during service to the community suitably encased for presentation. An employee's unit number and badge number shall be retired upon death in office.

Section 35.2. "Retired employees" (those employees who have separated employment by an age and service retirement) may retain their agency credentials, however such credentials shall be stamped "Retired" by the Employer.

Section 35.3. The Employer shall allow the retired employee to retain one complete set of the agency's uniform with accessories which includes the following if applicable: Retirement badge, collar brass, buttons and backs, and whistle chain. The Employer shall make available for all Employees who retire upon age and service retirement, their duty weapon for the cost of \$1.00 to be paid to the County.

Section 35.4. When an employee intends to retire, he shall be allotted one (1) working day with pay to travel to P.E.R.S. to coordinate retirement affairs. An employee may only use this benefit once during the course of his employment with the Employer and verification of attendance may be required by the Employer.

**ARTICLE 36**  
**LAYOFF AND RECALL**

Section 36.1. When the Employer determines that a long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Benevolent Association of the impending layoff. The Employer and the Benevolent Association shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 36.2. Affected employees shall receive notice of any long-term layoff (lasting six (6) days or more) fourteen (14) calendar days prior to the effective day of the layoff. Employees 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.

Section 36.3. Employees shall be laid off in inverse order of seniority.

Section 36.4. Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt in which to exercise his right to bump the least senior employee within the same or a lower classification, provided the more senior employee possesses the qualifications to perform the work. Any employee who is bumped from his position shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. In the event of a recall, employees who have exercised their bumping rights shall have the opportunity to reverse this

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privilege. An employee may exercise his bumping rights once during any specific layoff and once during any specific recall that affects his position.

Section 36.5. When employees are laid off, the Employer shall create a recall list based on seniority. The Employer shall recall employees from layoff from within each classification as needed. The Employer shall recall such employees according to seniority and qualification, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of layoff.

Section 36.6. When the Employer recalls persons off the list, they shall be recalled to their previous classifications, if possible, and at the rate of pay commensurate with the current step of the classification the employee was in at the time of layoff.

Section 36.7. Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the Benevolent Association.

Section 36.8. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the laid off employee to provide the Employer with written notice of any change of address, phone number, and/or name during the layoff period.

Section 36.9. The employee recalled from long-term layoff 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 return to work is otherwise specified in the notice.

**ARTICLE 37**  
**NO STRIKE/NO LOCKOUT**

Section 37.1. 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.

**ARTICLE 38**  
**SAVINGS CLAUSE**

Section 38.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, 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 Benevolent Association shall promptly meet for the purpose of negotiating a lawful alternative provision.

Either party may submit the dispute to arbitration if the parties fail to reach an agreement within thirty (30) calendar days.

**ARTICLE 39**  
**INTEGRITY OF THE AGREEMENT**

Section 39.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Benevolent Association, and all prior agreements, practices and policies, either oral or written, are hereby cancelled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 40**  
**WAIVER IN EMERGENCY**

Section 40.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff, 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.

**ARTICLE 41**  
**DURATION**

Section 41.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 p.m., November 20, 2022.

Section 41.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**ARTICLE 42**  
**CANINE HANDLER**

Section 42.1. In order for an employee to qualify for appointment to the position of Canine Deputy, the employee must have at least three (3) years of service within the Enforcement Division.

Section 42.2. The Employer and the Canine Deputy agree to be reasonable and flexible with their schedules in order to avoid excessive overtime (i.e., if called in with dog three (3) hours prior to regular shift, the Canine Deputy may be required to remain on shift and leave three (3) hours early). The Canine Deputy will be afforded one (1) formal training day every week to work with the dog. This training day will be part of the Canine Deputy's work shift.

Section 42.3. Canine Deputies shall receive an additional compensation equal to three (3) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. In the event a Canine Deputy is assigned more than one canine, the Canine Deputy shall receive compensation equal to four and one-half (4½) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. The parties hereby agree that this additional compensation shall be full and complete compensation for the Canine Deputy's off-duty work time for home dog care activities such as feeding, grooming, and exercising the dog, which parties acknowledge should normally not exceed an average of one (1) hour per day.

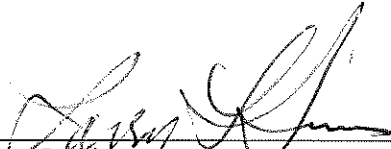
Section 42.4. Due to the nature and conditions of Canine work, Canine Deputies will be issued five (5) sets of uniforms.

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Sworn Supervisors

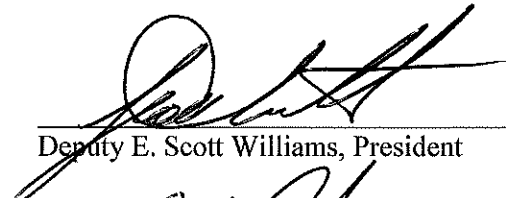
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR THE WARREN COUNTY SHERIFF**

  
\_\_\_\_\_  
Larry L. Sims  
Warren County Sheriff

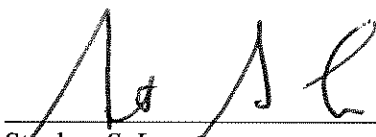
**WARREN COUNTY DEPUTY SHERIFF'S  
BENEVOLENT ASSOCIATION**


  
\_\_\_\_\_  
Deputy E. Scott Williams, President

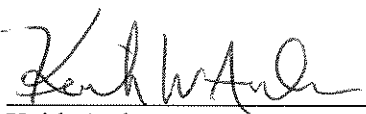
**FOR THE WARREN COUNTY  
COMMISSIONERS**

  
\_\_\_\_\_  
Tiffany Zindel  
County Administrator

  
\_\_\_\_\_  
Lieutenant Chris Peters  
Negotiating Team Member

  
\_\_\_\_\_  
Stephen S. Lazarus  
Counsel to the Association

  
\_\_\_\_\_  
Marc Fishel  
Fishel Downey Albrecht Riepenhoff, LLP

  
\_\_\_\_\_  
Keith Anderson  
Assistant Prosecuting Attorney

Approved and journalized by the Warren County Board of Commissioners on June 23, 2020 by  
resolution number 20-0874



# Resolution

Number 20-0875

Adopted Date June 23, 2020

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN UNION AGREEMENT ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE AND WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

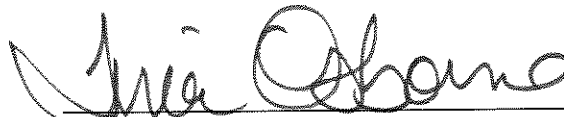
BE IT RESOLVED, to authorize the County Administrator to sign an union agreement on behalf of the Warren County Sheriff's Office and Warren County Deputy Sheriff's Benevolent Association regarding Sworn employees; as attached hereto and made a part hereof.

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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Deputy Sheriff's Benevolent Association  
Sheriff (file)

**AGREEMENT**  
**BETWEEN**  
**THE WARREN COUNTY SHERIFF**  
**AND**  
**THE WARREN COUNTY DEPUTY SHERIFF'S**  
**BENEVOLENT ASSOCIATION**

**SWORN DEPUTIES**

**SERB CASE NUMBER**  
**2019-MED-07-0644**

**Effective through**  
**November 20, 2022**

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**PREAMBLE**

This contract, hereinafter referred to as the "Agreement," sets forth the entire agreement between the Warren County Sheriff's Office, hereinafter referred to as the "Employer," and the Warren County Deputy Sheriff's Benevolent Association, hereinafter referred to as "the Benevolent Association."

The Employer and the Benevolent Association agree that the goal of this Agreement is to create a working relationship between both parties.

**ARTICLE 1**  
**RECOGNITION**

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board in Case No. 98-REP-02-0033, as may be amended/clarified by SERB as forth herein, the Employer recognizes the Benevolent Association as the sole and exclusive representative for all employees sworn under Ohio Revised Code 311.04 in the stated classifications.

Section 1.2. The Benevolent Association recognizes the following employees as being included in the bargaining unit: All full-time deputized employees below the rank of sergeant, including those assigned as court services deputies, road enforcement, and detectives. All other employees are excluded.

Section 1.3. Special Deputies and Cadet Deputies shall not be utilized in any way which would cause the layoff of or denial to overtime opportunities for bargaining unit personnel. They may continue to be used as in the past for prisoner visitation and recreation, and to supplement the work force in emergency situations, but not during the period of a layoff of bargaining unit personnel.

Section 1.4. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.5. 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 agency, 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 Benevolent Association in writing within thirty (30) calendar days. If the Benevolent 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 Benevolent Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Benevolent 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 Benevolent Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

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

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in him 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 agency, the Employer shall retain all rights imposed upon him by law to carry out the administration of the agency 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 agency, 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 agency; maintain and improve the efficiency and effectiveness of the department, and the county.
- E. The right to make reasonable rules and regulate the agency, and to establish and amend policies and procedures, and necessary rules relating to the operation of the agency in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the agency 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.

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

Section 3.1. The Employer and the Benevolent 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, ancestry, or genetic information of any person, or Benevolent 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.

Any grievance filed concerning an alleged violation of this Article may be only be pursued through step 3 of the grievance procedure.

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.

### **ARTICLE 4** **BENEVOLENT 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 Benevolent Association membership dues uniformly required of bargaining unit members. The Benevolent 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 member's wages shall be forwarded to the Benevolent Association once each month.

Section 4.2. The Employer agrees to deduct Benevolent Association dues once each pay period for twenty-six (26) pay periods per year from a regular paycheck of bargaining unit employees who authorize such deductions in writing. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Benevolent 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. 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 Benevolent Association dues to be deducted after all other deductions are made, or (6) upon written notice of an employee's revocation of the dues authorization.

Section 4.4. The parties agree that neither the employees nor the Benevolent 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 Benevolent Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.5. The Benevolent 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.

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

Section 5.1. Representatives of the Benevolent Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Benevolent Association representative shall identify himself to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than eleven (11) employees combined from all five (5) bargaining units within the Sheriff's Office, designated by the Benevolent Association to act as Benevolent 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 Benevolent Association shall provide to the Employer an official roster of all Benevolent 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. Benevolent Association office held.



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

Section 5.4. 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 activity does 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 Member 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 Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Benevolent Association agrees that no Executive Board Member or representative of the Benevolent Association either employee or non-employee of the employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Benevolent Association agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on duty employees except to the extent specifically authorized by the Employer.

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

## **ARTICLE 6** **BULLETIN BOARDS**

Section 6.1. The Employer agrees to furnish the Benevolent Association bulletin board space to be used by the Benevolent Association for the posting of notices and bulletins relating to the Benevolent Association. All items so posted will bear the signature of an official of the Benevolent Association. The location of said bulletin board space shall be designated by the Employer.

## **ARTICLE 7** **PROBATIONARY PERIODS**

Section 7.1. Every newly hired 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 three hundred sixty-five (365) calendar days. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. Any employee who successfully bids on a permanent reassignment to a specialized unit shall serve a probationary period of one hundred eighty (180) calendar days. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his former position during such period.

Section 7.2. Any employee who, while serving a probationary period, misses twenty-two (22) or more work days may have the probationary period extended by the length of the absence. Such extension may not exceed the length of the original probationary period.

Section 7.3. Benefits for newly hired employees shall be effective upon completion of thirty (30) calendar days' employment, with the exception of insurance benefits, which shall be effective in the same manner as for all non-bargaining unit county employees.

Section 7.4. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

## **ARTICLE 8** **SENIORITY**

Section 8.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 8.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 8.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Sheriff as a sworn officer.

- 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.
- 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 8.2(A)(1) through (4) above.

## **ARTICLE 9**

### **VACANCIES/PROMOTIONS**

Section 9.1. When the Employer determines that a new assignment or a vacancy in any assigned area becomes available, notice of such assignment availability shall be posted in the Sheriff's Office out post room, squad room and jail. All such notices will contain a description of the position to be filled, any special qualifications that may be required, and the location where the employee will be required to report to work. All personnel who feel that they qualify for the assignment or vacancy may submit a request to the Employer to be considered for transfer to the new assignment or vacant position. Notice of vacancies shall be posted as provided for herein for fourteen (14) calendar days prior to being filled. Should the position be unfilled by the posting process, the Employer may assign the least senior qualified member of the bargaining unit from a related class, or fill the vacancy with a new hire. Employees must have completed at least three (3) years within the enforcement division to be eligible for an assignment to a specialized unit. Specialized units are to include Weight and Load, K-9, T.R.U., C.I.S., D.A.R.E., S.R.O., D.T.F.

Section 9.2. In the selection of a successful applicant for a vacancy to any position other than a specialized assignment, or promotion, seniority shall prevail.

Section 9.3. In the selection of a successful applicant for a specialized assignment the following factors shall prevail:

- A. Seniority (20%)
- B. Records of Attendance \* (10%)
- C. Records of Discipline \* (10%)
- D. Records of Commendation \* (10%)
- E. Ability to perform specialized job duties (40%). Physical standards shall account for ten percent (10%) for positions in K-9, and T.R.U. The remaining thirty percent (30%) shall apply to ability to perform specialized job duties.
- F. Performance Evaluations \*\* (10%)

Section 9.4. In the selection of a successful applicant for a promotion, the test score (100 points of which up to ten [10] points can be based upon physical standards) and the following factors will determine a successful applicant:

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- A. Seniority (4/10's of a point per year with a maximum of 5 points)
- B. Records of Attendance \* (5 points)
- C. Records of Discipline \* (5 points)
- D. Records of Commendation \* (5 points)
- E. Performance Evaluations \* (4 points)

\* Based on the twelve (12) months prior to the date the posting ends.

\* Based on the most recent evaluation issued prior to the date the posting ends.

The Employer shall make available to all applicants the weights to be given to each component of the test (e.g. percentage, number of points, pass/fail, etc.).

Section 9.5. It is the intent of the Employer that the most qualified applicant will be selected.

Section 9.6. Nothing in this Article shall in any way control the right of the Employer to make a change in assignment or to temporarily fill a vacancy. However, the Employer shall first consider qualifications of existing employees prior to hiring outside employees.

Section 9.7. An employee awarded a permanent reassignment through the bidding process within any assigned area may not voluntarily elect to return to his previous duty assignment. An employee awarded a specialized assignment pursuant to Section 9.3 of this Article in the C.I.S. or D.T.F. units only may voluntarily elect to return to his previous duty assignment within thirty (30) calendar days from the date that the employee first reports to work. The Employer shall award the assignment to the next highest eligible applicant on the established candidate list.

Section 9.8. When a temporary assignment which will exceed forty-five (45) calendar days becomes available (e.g., a temporary detective, road patrol, or court service position), it will be posted for bid pursuant to this Article, but for a period of seven (7) calendar days. The position shall be awarded to the senior qualified applicant. Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first. The parties may mutually agree to extend the assignment.

Section 9.9. Appointment to the position of Sergeant within the Enforcement Division (consisting of road patrol, detective section, training, and court services) shall be filled in accordance with this article and with members of this bargaining unit, unless there are no qualified bargaining unit members for a position. The intent is to establish a Sergeant eligibility list. Whenever the Employer determines to fill a vacancy in the Sergeant classification, it shall be filled by the person, if any, standing highest on the promotional eligibility list established from a promotional examination, assessment and testing procedure. Eligibility lists shall remain in effect for one (1) year, or until the list is exhausted, whichever comes first. In order to be eligible to apply or test for a Sergeant's position, an employee must have at least four (4) years of service within the Enforcement Division. When a test is given, each employee taking the test will have ten (10) days from the completion of the testing process to review his testing packet, exclusive of any proprietary material.

Section 9.10. When the County Sheriff's Office assumes another political subdivision's law enforcement functions and/or duties due to merger or transfer, the Employer may treat the new employee's prior service with a former law enforcement employer as if it had been served with the Sheriff's Office for the purpose of compensating the employee and for vacation accrual. All other seniority based benefits will be based on department or classification seniority. An employee covered by this provision shall be subject to a one (1) year probationary period in accordance with Article 7. Persons entering the Sheriff's Office as a lateral entry employee into the Sergeant/Lieutenant bargaining unit are not subject to Section 9.7 of this Agreement.

Section 9.11. Court Services Assignments: The job for Court Services Deputy will remain posted until such time as non-probationary employees are available to be assigned to the position, or until a non-probationary employee requests the assignment. The deputies currently on temporary assignment involuntarily to the vacant position will remain there until a deputy completes probation, at which time that deputy will be assigned to the position. The deputies on involuntary assignment will be replaced according to seniority from highest to lowest.

Section 9.12. Section 9.1 of the labor agreement will be strictly adhered to in involuntary assignments, except that no deputy will be pulled from a South Lebanon or Deerfield Township post to fill vacancies unless he has completed six (6) months in that assignment, except that a deputy may bid out on a promotional opportunity or specialized assignment at any time.

Section 9.13. The Tactical Response Unit (T.R.U.) is a specialized unit made up of several different Warren County Law Enforcement Agencies. The appointment process to this unit is administered by the Policy Board made up of the Sheriff and Chiefs of Police. For appointment to the Tactical Response Unit, the Sheriff's Office can implement a testing procedure which may include physical fitness qualifications, written test, oral board, or any other procedure the Sheriff's Office deems appropriate. Any applicant passing all qualifications shall be deemed eligible to apply for the Tactical Response Unit.

## **ARTICLE 10** **DISCIPLINE**

Section 10.1. 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;
- D. Reduction in classification (demotion); and
- E. Discharge from employment.

Section 10.2. 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 10.3. The Employer may take disciplinary action for actions occurring while the employee is on duty, or working under the colors of the Employer, or represents himself as an employee of the Warren County Sheriff's Office, or in instances where the employee's conduct violates his oath of office or where the employee's on or off-duty action, creates harm to the image of the Sheriff's Office. If an employee is to be disciplined, the Employer will commence the procedures within sixty (60) calendar days of verification of the event which may be cause for discipline. Verification means the date on which the statement of charges is issued to the employee.

Section 10.4. 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 affected employee will be given his Miranda and/or Garrity Rights by the Employer and the employee may request to have a Benevolent Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than twenty-four (24) hours 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 10.5. 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 10.6. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall either not be an employee of the Warren County Sheriff, or shall not be in the employee's chain of command.

Section 10.7. 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 Investigation (AI) report prior to the conference. 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 10.8. The employee is entitled to a representative of his choice to accompany him to the conference. The employee shall provide a list of witnesses and the name and occupation of his representative to the Employer as far in advance as possible, but not later than forty-eight (48) hours prior to the disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered overtime and compensated at the overtime rate.

Section 10.9. At the conference, the employee will be advised of his Garrity Rights by the Employer. The hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. The employee or representative may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony.

Section 10.10. 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 Benevolent Association, and the Employer upon completion of the report.

Section 10.11. 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 a Benevolent Association representative or a representative of his choice present during the questioning.
- C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. The Employer may audio record any investigative interviews or disciplinary conferences. 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 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 10.12. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 10.13. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his credit. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence. The employee shall continue to be responsible for the payment of the employee's portion of the insurance premium.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

Section 11.1. 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 11.2. 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 ten (10) business 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 ten (10) business day period. The immediate supervisor must give his answer to the grievance in writing within ten (10) business days following the date on which the grievance was presented to him.

Section 11.3. Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the ten (10) business day period shall grant the employee the right to submit the grievance within ten (10) business days to the Major or Captain who shall rule on the merits of the grievance and must respond in writing within ten (10) business days.

Section 11.4. Step 3: If the grievance is not resolved by the Major or Captain to the satisfaction of the aggrieved employee within the ten (10) business day time period, the employee may then refer the matter to the Sheriff or designee within ten (10) business days following the Major's or Captain's response. Should the Major or Captain fail to answer the grievance within the ten (10) business day period, the ten (10) business day submission period to the Sheriff or designee shall commence on the day following the end of the ten (10) business day period granted to the Major



or Captain. The Sheriff or designee must answer the grievance in writing within ten (10) business days of the date of the receipt of the grievance.

Section 11.5. Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request from the Benevolent Association in accordance with the provisions of this Article.

Section 11.6. The Benevolent Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) business days from the date of the final answer on a grievance from Step 3, the Benevolent Association shall notify the Employer of its intent to seek arbitration.

Section 11.7. The Sheriff and the Benevolent Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Sheriff and the Benevolent Association are not able to agree upon an arbitrator within ten (10) business days after receipt by the Employer of the demand for arbitration, the Benevolent Association may request a list of fifteen (15) arbitrators from the American Arbitration Association (Ohio Arbitrators only). After receipt of the same, the parties shall strike names and indicate preferences as set forth in the AAA rules. The Benevolent Association shall first strike a name from the list of arbitrators. Either party may once reject the list and request another list of fifteen (15) arbitrators from AAA. The party that rejects an arbitration list shall be responsible for any costs involved in a substitute list.

Section 11.8. 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 11.9. 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. In cases of discharge or suspension, the arbitrator shall have the authority to award modification of such discipline.

Section 11.10. 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 Benevolent Association.

Section 11.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that Sheriff's Office 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 11.12. The Benevolent Association shall use a grievance form which shall provide the information required in the Article. The Benevolent Association shall have the responsibility for

duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to the employee and the Benevolent Association Representative(s) all replies concerning the grievance.

Section 11.13. 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 11.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 11.15. 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.

Note: All references to business days in this article refer to Monday – Friday, excluding holidays.

## **ARTICLE 12** **PERSONNEL FILES**

Section 12.1. 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 12.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 12.3. Provided no similar intervening discipline has occurred, non-disciplinary counseling sessions shall cease to have force and effect six (6) months from the date of issuance. Provided no similar intervening discipline has occurred, records of verbal reprimand (time and date recorded) and written reprimand shall cease to have force and effect one (1) year from the date of issuance. Any record of disciplinary suspension or demotion shall cease to have force and effect two (2) years from the date of issuance, providing no intervening discipline has occurred. In the event of intervening discipline, the active record of discipline shall cease to have force and effect upon the expiration of the most recent discipline. Any inactive non-disciplinary counseling session or record of discipline will, at the request of the employee, be physically removed from the employee's personnel file and placed in a separate file maintained in the human resources office. Such separate file shall be clearly marked "inactive file." The employee's written request to remove inactive records of discipline shall be located in the inactive file with no copies in the active file.

Section 12.4. 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.

Section 12.5. Inactive files provided for in Sections 12.3 and 12.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

**ARTICLE 13**  
**SAFETY AND WELFARE**

Section 13.1. The Employer and the Benevolent 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 13.2. The Benevolent 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 13.3. The Employer shall provide Hepatitis B, Flu, and Tuberculosis vaccinations/screens upon request to those employees who have direct contact with prisoners or former clients. The Employer shall advise employees of the medical conditions of clients (prisoners) in the most appropriate way in order to avoid the risk of infections and communicable disease to employees and to facilitate the proper care of the client. Employees who test positive for tuberculosis (TB) will be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the employee's health insurance plan.

In the event an employee has direct contact with an individual who has a communicable disease or infection, the Employer shall make medical screening available for the employee to screen for infection at the Employer's expense to the extent such medical screening and medication is not paid for under the employee's health insurance plan.

Section 13.4. 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 his 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 13.5. Eligible employees and their dependents shall be provided services through an Employee Assistance Program (EAP) as part of the Employer sponsored medical benefits plan at no additional cost to the employee, up to the maximum limits allowed in the EAP. (Eligibility for EAP services is separate from eligibility for the medical benefits plan.) Employees may schedule these appointments without Employer notification or approval. Records relating to EAP services shall only be released in accordance with applicable laws, unless the employee has provided a release for disclosure of the records.

**ARTICLE 14**  
**LABOR/MANAGEMENT AND SAFETY MEETINGS**

Section 14.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties 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. The Benevolent Association and the Employer may have representatives as each deems necessary to address the issues.

Section 14.2. 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.
- B. Notify the Benevolent Association of 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 Benevolent 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.

Section 14.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

**ARTICLE 15**  
**EDUCATION AND TRAINING**

Section 15.1. The Employer recognizes and understands that continuing education and training are important aspects of employee performance and career development. The Employer agrees to make every reasonable effort to provide information through postings on appropriate training opportunities in the area.

Section 15.2. All training required of an employee in his current position by the Employer shall be paid for by the Employer. All required training shall be counted as time worked. On multiple day training sessions where the employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the county or from the site to the county shall be counted as regular work days, not to exceed eight (8) hours per day.

Section 15.3. The Employer shall pay for all necessary lodging, travel expenses, materials, tuition and fees pursuant to the Employer's policy for all required training and for voluntary training which has been approved in advance by the Employer.

Section 15.4. Required training and/or instructions, as well as time for successful completion of "duty weapons" firearms qualifications, shall be considered time worked when the employee is not scheduled to work and is in an off duty status.

Section 15.5. If at any time, due to training required by the Employer that is not required for state certification, a member is obligated to work over their normal workday the member shall be compensated at time and one half (1½) for any extra hours worked, up to a maximum of two (2) hours per in class day. This includes but is not limited to, any preparation for training, any homework for training, and any research needed for training.

Section 15.6. In the event an employee is scheduled for off-site training, the employee shall be paid for travel time for the time spent traveling to and from the training. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. 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 shall be paid to the employee at his/her regular salary, with all hours worked in excess of eight (8) hours in any day paid at time and one-half (1½) the employee's hourly wage.

## **ARTICLE 16** **INSURANCES**

Section 16.1. The Employer shall make available to bargaining unit employees' general insurance and hospitalization plans as provided to all other non-bargaining unit County general fund employees.

Section 16.2. The Employer may provide a comprehensive plan, a flexible benefits plan, or a preferred provider plan, etc. as additional options on the same basis these plans are provided to non-bargaining unit County general fund employees.

Section 16.3. If the Employer determines that it is necessary to assess a partial co-payment of insurance premiums by non-bargaining unit County general fund employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Effective January 1, 2020, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$110.00 per pay period.

Effective January 1, 2021, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$120.00 per pay period.

Effective January 1, 2022, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$130.00 per pay period.

Section 16.4. The Employer shall provide a term life insurance policy in the amount of twenty-five thousand dollars (\$25,000), or an amount equivalent to one (1) year's base annual salary, whichever is greater for each bargaining unit employee.

Section 16.5. The Employer shall provide at least \$600 annually into the health savings account of employees electing single insurance coverage under the Employer's HSA plan and at least \$1200 annually into the health savings account of employees electing family insurance coverage under the Employer's HSA plan. These amounts shall be made in two (2) equal deposits in January and July.

Section 16.6. If both spouses work for the County, only the most senior full time member shall be charged for the family plan.

#### **ARTICLE 17** **PROFESSIONAL INSURANCE**

Section 17.1. 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 17.2. 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. Counsel shall be mutually agreeable between the Employer and employee. In the absence of agreeable counsel, the Warren County Bar Association shall be requested to assign counsel.

#### **ARTICLE 18** **TRAVEL EXPENSE REIMBURSEMENT**

Section 18.1. The Employer shall reimburse employees for expenses incurred by the employee with an itemized receipt while on official business in accordance with the following:

##### TRAVEL

- A. By County vehicle - actual expense upon presentation of receipts.
- B. By employee private vehicle - per County policy.
- C. By commercial carrier (airline, train, bus, taxi) actual costs of fare upon presentation of receipts and with prior approval of Employer.
- D. Tolls and parking - actual costs upon presentation of receipts.

## HOTEL/MOTEL

Actual costs, if prior approval is received from the Employer and upon presentation of itemized receipts.

## MEALS

When on authorized out-of-county official business for one (1) full shift or more, reasonable expenses upon presentation of itemized receipts. The Employer shall have sole discretion in determining the hours during which travel must occur in order to be eligible for reimbursement for a particular meal. The Employer shall also have sole discretion in determining the maximum amount to be reimbursed for each meal. Meals will not be reimbursed where travel is to an adjacent county for less than three (3) consecutive days. Adjacent counties, for purposes of this provision, are: Clermont, Hamilton, Butler, Preble, Montgomery, Greene, and Clinton. An employee assigned to such out-of-county travel (such as in training) for three (3) consecutive days or more may request advance payment of the per diem meal allowance. Payment will be made from the Sheriff's Office funds, which the employee must reimburse when the County pays the employee's expenses.

Section 18.2. All expenses shall be filed on the travel expense report with the itemized receipts attached. An itemized receipt may be handwritten, if it is signed by the vendor. Alcoholic beverages will not be a reimbursable expense.

Section 18.3. Any travel expense reimbursed by the County herein, may be reported as taxable income to the employee if the Internal Revenue Service (IRS) requires such reimbursement to be reported.

## **ARTICLE 19** **UNIFORMS AND EQUIPMENT**

Section 19.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer in quantities specified by the Employer, but not less than three (3) summer uniforms and three (3) winter uniforms. The Employer shall contract for cleaning services which employees may make use of for purposes of cleaning uniforms. Sworn employees are eligible for uniform shoe replacement on an "as needed" basis.

Section 19.2. Where an employee supplies evidence that he sustained damage to authorized personal property in the active discharge of duty with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements to a maximum of two hundred dollars (\$200.00), but not more than seventy-five dollars (\$75.00) for jewelry items, per calendar year. Reimbursement for damage to personal property is available only for authorized property. Certain property is considered unauthorized but permitted (e.g., cell phones, pagers, etc.), and some property may be considered prohibited (e.g., laser sights for weapons, etc.). To the extent possible, the Division Commanders and Watch Commanders will prepare lists showing examples of the three (3) categories of personal property.

The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. In the event payment for damaged authorized personal property is received by the employee from any other source, the Employer shall be reimbursed for its payment to the employee under this Section.

Section 19.3. The Sheriff's Office shall review and evaluate any and all issued equipment every two (2) years. The purpose of the review is to determine if issued equipment is safe and maintained to manufactures specifications. The review will be conducted by a panel made up of Management, training staff, firearms instructors, and bargaining unit members. Management shall use the results of the review to determine if new or replacement equipment is needed.

## **ARTICLE 20** **PHYSICAL STANDARDS**

Section 20.1. The Employer has the right to establish physical standards for promotions and specialized assignments, as set forth in Article 9.

## **ARTICLE 21** **ALCOHOL/DRUG STANDARDS**

Section 21.1. Drug/alcohol testing may be conducted on employees at times of pre-employment or upon reasonable suspicion or on a random basis (for safety-sensitive positions) after employment. 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 21.2. 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 but such actions shall not be based solely upon the test results. Refusal to



submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

Section 21.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance 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 21.4. 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 21.5. 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 21.6. 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 21.7. Test results shall only be released in accordance with all applicable laws unless the employee has provided a signed release for disclosure of the results, subject to Section 21.6(C) above. 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 21.8. If the alcohol or drug test is positive, and 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 successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same or similar position for which he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement. 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 substance abuse professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violation involves evidence of a felony drug related activity, will not be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 21.9. Costs of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer except that return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section 21.10. 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 screening test results. No other medical finding may be released without the express written authorization of the employee.

Section 21.11. Additional Procedures Regarding Random Testing: The pool for random testing shall be a combined pool for all employees in safety-sensitive positions in all bargaining units in the Office of the Warren County Sheriff. Testing may be conducted up to three (3) times a year. Up to ten percent (10%) of the employees in the pool will be tested each time. Aside from the random approach to selection, and the lack of any need for substantiation of reasonable suspicion, the procedures for random testing shall be the same as for reasonable suspicion testing. Selection of employees shall be random, selected by an outside agency, by payroll number.

**ARTICLE 22**  
**HOURS OF WORK / OVERTIME / CALL-OUT TIME /**  
**ON-CALL TIME / COURT TIME**

Section 22.1. This Article is intended to define the normal hours of work per day or per week or per period in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, etc. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week or per period.

Section 22.2. With the exception of changes of shifts, when employees are required to work more than eight (8) hours in any calendar day, or more than one hundred sixty (160) hours within a twenty-eight (28) calendar day period, they shall receive compensation at the rate of one and one-half (1½) times their regular hourly rate for all excess hours. Overtime shall be calculated to the nearest twelve (12) minutes. An exception to the eight (8) hour provision shall be deemed accepted when the Employer and employee(s) mutually agree to do so (e.g., four [4] ten [10] hour days). The workday for all personnel assigned to non-continuous operations is exclusive of an unpaid meal period.

Section 22.3. 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 (1½) hours off for each one (1) hours of overtime worked. Employees may accumulate up to one hundred twenty (120) hours of compensatory time. 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. In all cases, requests for compensatory time off shall be approved or disapproved according to the operational needs of the Employer;
- C. Requests for compensatory time off must be submitted not less than sixteen (16) hours in advance of the time requested, unless a shorter advance notice is accepted at the discretion of the supervisor;
- D. Upon termination of employment, an employee will be paid for his accrued compensatory time at his current rate of pay, or his average pay over the preceding thirty-six (36) months, whichever is greater.

Section 22.4. When an employee is called in to work before the commencement of his regularly scheduled eight (8) hour working period, or when recalled to work after the conclusion of his regularly scheduled eight (8) hour working period, the employee shall receive a minimum of three (3) hours compensation for each such occurrence. This minimum does not apply to time called in to work that abuts the regularly scheduled work shift.

Section 22.5. An employee who is required to be confined or restricted to a particular pre-designated location for the purpose of being "on-call" shall be considered to be on "restricted-on-call". These hours shall be counted toward overtime calculations.

Section 22.6. An employee who is "on-call" but is only required to carry an agency issued cell phone, or to report and update the phone number of the location where the employee can be reached, shall be considered to be on "access-on-call". The employee on "access-on-call" shall be compensated for only the actual hours called out to work with a three (3) hour guaranteed minimum, unless the call abuts the regularly scheduled work shift.

Section 22.7. Any employee who is required to attend court in performance of his duties outside his regular work shift shall receive a minimum of three (3) hours at one and one-half (1½) times his regular hourly rate for such attendance unless the appearance abuts the regularly scheduled work shift. In the event that such court time is within two (2) hours of an employee's scheduled shift, the employee may hold over until he is scheduled to attend court. No court time shall be allowed to any such employee who has been notified that his presence is not needed at least two (2) hours prior to his scheduled appearance. If an employee is required to stay in attendance at such court for more than two (2) hours in any one day, he shall be paid at one and one-half (1½) times the regular rate of pay for all hours in excess of two (2) hours spent in attendance that day. Any employee required to attend court on their regular scheduled day off, or ~~they are~~ required to attend court at a time which is more than four (4) hours before or after their scheduled shift shall receive a minimum of three (3) hours at one and one-half (1½) times their regular rate of pay for such attendance in lieu of the three (3) hour court time. Any and all fees, compensation or allowances, to which any employee is or would be entitled to for such court time as provided by the statute or court order, shall be turned over and paid to the county and not retained by the employee.

Section 22.8. An employee will be afforded an eight (8) hour layover between his hours of duty; meaning an employee who works a normal eight (8) hour tour and is relieved, shall not be ordered to another tour without such lay over. Unscheduled overtime, state of emergency, and court time will be an exception to this requirement. Employees required to attend mandatory training may not be afforded the eight (8) hour layover, but shall normally be afforded a layover of at least six and one-half (6½) hours.

Section 22.9. Scheduled Overtime. When a supervisor becomes aware that an overtime assignment will be necessary the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Drug Task Force, South Lebanon, Court Services, Deerfield Township, etc.). The date and hours of the overtime will be posted with twelve (12) slots indicated after each entry. Up to twelve (12) persons within the same work unit the overtime is posted for will have the opportunity to sign up for the same overtime. The posting supervisor will determine which of these persons signing up has the least amount of hours worked overtime during that year and assign the overtime to that person. In the event two employees sign up to split the shift, and both employees have the least amount of hours worked overtime during that year than employees signing up for the whole shift, the two employees shall be granted the overtime shift. If no one signs up the posting supervisor will determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same

work unit as the overtime shift is posted for, with the least amount of overtime hours worked that year and assign those two employees to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. Those two employees assigned will be required to work but may give their assigned overtime away with at least two hours' notification to the on-duty supervisor (a shorter notice may be accepted at the discretion of the Employer).

Overtime (scheduled or unscheduled) covering vacations should be posted 14 days (in no case less than ten [10] days) in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Overtime (scheduled or unscheduled) covering compensatory time should be posted five (5) days (in no case less than three [3] days) in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Section 22.10. **Unscheduled Overtime.** When a supervisor becomes aware that an overtime assignment will be necessary, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Drug Task Force, South Lebanon, Court Service, Deerfield Township, etc.). Employees shall not be assigned overtime out of their work unit unless it is necessary to fill the position and it is not possible to do so from within the work unit. Overtime shall be offered to employees on the shift preceding the need.

Under no circumstances will employees be permitted to work in excess of sixteen (16) consecutive hours. Court time and call outs shall be exceptions to this rule. An employee will not be permitted to work more than twenty-eight (28) hours in any consecutive forty (40) hour period. Off-duty details and other outside employment will not necessarily disqualify an employee for an overtime assignment; however, such employment may be considered by the Employer when assigning overtime.

If no employee accepts the overtime offer, the supervisor shall determine who is available within the assigned work unit with the least amount of overtime hours worked that year on the shift preceding the need, and assign that person (or persons) to work. The employee assigned to work the shift may telephone employees to secure a replacement. Full shift overtime may be offered to and split among two (2) employees. The overtime equalization record shall expire on December 31 of each year and a new record will be created. However, January overtime will be assigned from the previous year's record. The assignment of any overtime will be based on overtime hours worked only.

In the event overtime is needed during a shift, the shift supervisor will determine who is available on the shift following the need with the least amount of hours worked that year, and assign that person to work the remainder of the shift. If no employee is available to work from the shift following the need, the supervisor will utilize the accumulation record and assign the lowest available officer to work the shift.

Section 22.11. In cases of both scheduled and unscheduled overtime, the Employer reserves the right to offer said overtime based upon the operational needs of the Sheriff's Office, pursuant to the procedures in Sections 22.9 and 22.10.

Section 22.12 The parties agree to explore scheduling alternatives. In the event the Employer then enacts permanent shifts or limited shift rotations, employees may select their preferences within their work assignment area according to their seniority, subject to the operational needs of the Department.

Section 22.13. In the event that an employee is mandated to work a double shift the employee will receive one and one-half (1½) times the employee's hourly rate for the second shift worked.

Section 22.14. For purposes of Sections 22.9 and 22.10, an employee is considered unavailable for an overtime assignment when the employee has or will have exceeded the maximum of sixteen (16) consecutive hours of work. Employees on approved leave are considered unavailable for the entire twenty-four (24) hour period (i.e. 0001 hours through 2400 hours) of the approved leave day; however, an employee may voluntarily sign up for overtime during such twenty-four (24) hour period exclusive of their regularly scheduled shift.

**ARTICLE 23**  
**WAGES AND COMPENSATION**

Section 23.1. Effective the beginning of the first full pay period including January 1, 2020 the regular hourly pay rate for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

	0-12	13-24	25-36	37+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$27.91	\$30.21	\$32.65	\$35.31	\$35.61	\$36.16

Section 23.2. Effective on the first day of the first full pay period including January 1, 2021 the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

	0-12	13-24	25-36	37+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$28.61	\$30.97	\$33.47	\$36.19	\$36.49	\$37.04

Section 23.3. Effective on the first day of the first full pay period including January 1, 2022 the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

	0-12	13-24	25-36	37+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$29.33	\$31.74	\$34.31	\$37.10	\$37.40	\$37.95

Section 23.4. 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 (1½) 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 eight (80) hours per each fourteen (14) day work or pay period.

Section 23.5. As stated in Section 9.10 of this Agreement, in the event that the County Sheriff's Office assumes another political subdivision's law enforcement functions and/or duties due to merger or transfer, the Employer may treat the new employee's prior service with a former law enforcement employer as if it had been served with the Sheriff's Office for the purpose of compensating the employee, which includes placing the employee in the applicable pay rate that reflects his prior law enforcement service. However, during the one (1) year probationary period, no lateral entry employee will be placed at the top step; he will advance to the top step upon satisfactory completion of the probationary period.

Section 23.6. When an employee is assigned by the Employer to be a Field Training Officer (FTO), such employee will receive a \$2.00 per hour wage stipend for all hours worked as a FTO.

Section 23.7. Bargaining unit employees assigned to plain clothes (detective) duty shall receive a forty cent (\$.40) per hour stipend that will be added to their base rate of pay. Plain clothes officers may utilize the dry cleaning vendors designated by the Employer for cleaning of no more than thirty-one (31) pieces of clothing per month (the Employer may make an exception to this limitation when the circumstances warrant).

Section 23.8. Any on call detective shall be permitted to drive an assigned county vehicle to and from their residence while on call.

Section 23.9. Bargaining Unit employees assigned to the detective unit shall receive a three percent (3%) pay differential added to their hourly rate.

**ARTICLE 24**  
**PAY FOR WORKING IN A HIGHER CLASSIFICATION**

Section 24.1. An employee temporarily assigned by the appropriate administrative authority to work in a classification of a higher rate shall receive the rate of the next higher classification.

**ARTICLE 25**  
**VACATION**

Section 25.1. The vacation eligibility schedule for full-time bargaining unit employees is as follows:

Upon completion of one (1) year	80 hours
Upon completion of seven (7) years	120 hours
Upon completion of fourteen (14) years	160 hours
Upon completion of twenty-four (24) years	200 hours

Section 25.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is on any unpaid leave, disciplinary suspension, or while in layoff status.

Section 25.3. Vacation shall not be granted in increments of time that are less than fifteen (15) minutes in duration. Requests for vacation shall be made in writing by the employee to the Employer no less than fourteen (14) calendar days prior to the date the requested vacation is to commence. Vacation requests with less than fourteen (14) days prior notice may be granted at the discretion of the Employer.

Section 25.4. Vacations shall be scheduled in such a manner as to not interfere with the efficient operation of the Sheriff's Office. Whenever possible, seniority shall be used to determine vacation schedules. Seniority shall not be reason to cause an employee to lose an approved vacation period.

Section 25.5 Vacation credit of three (3) years plus current year shall be paid out at the employee's current rate of pay upon separation of employment. Vacation credit in excess of three (3) years plus current year may be accumulated but not paid out upon separation of employment.

Section 25.6. When an employee with more than one (1) year of continuous service resigns, retires or dies while working for the Sheriff's Office, he shall be paid for any earned but unused vacation. Vacation payment shall not be paid when an employee is granted leave of absence.

**ARTICLE 26**  
**HOLIDAYS**

Section 26.1. All full-time continuous bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Police Memorial Day	May 15th
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25 <sup>th</sup>

All full-time non-continuous bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May



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Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th

Section 26.2. 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 for in this Article.

If a holiday provided for in Section 26.1 above occurs while an employee is on vacation or sick leave, such leave time will not be charged against that employee's vacation or sick leave balances.

Section 26.3. For employees who are assigned to continuous operation duty (24 hour - 7 day operations), the holidays provided for in Section 26.1 of this Article shall be observed on the date on which they occur.

For employees who are assigned to non-continuous operation duty (Monday through Friday operations), holidays provided for in Section 26.1 of this Article that occur on a Saturday shall be observed on the previous Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

Section 26.4. Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who work four (4) hours or more of their shift during the twenty-four (24) hour period of the holidays provided for in this Article shall receive the overtime rate of pay for the first eight (8) hours worked plus eight (8) hours holiday pay.

Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2½) times his ~~or her~~ normal rate of pay for all hours worked in excess of eight (8).

Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 26.5. Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are scheduled to work on a holiday provided for in this Article shall receive the overtime rate of pay for all hours worked plus eight (8) hours holiday pay.

Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 26.6. Employees who work on a holiday will have the option to (1) receive their holiday pay and one and one-half (1½) time pay for all hours worked, or (2) receive their holiday pay and convert their premium pay (but not the holiday pay of eight [8] hours) to compensatory time.

Section 26.7. Holiday Trades. Certain deputies, because of specialized assignments, would prefer to arrange their holidays off in conjunction with their assigned area, such as in the schools. With prior approval of the appropriate division commander, deputies on specialized assignments may rearrange their holiday schedules. The Association Representatives will be notified of any approved holiday trade.

## **ARTICLE 27** **SICK LEAVE**

Section 27.1. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family;
- B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;
- C. Pregnancy, childbirth and/or related medical conditions of the employee; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

- E. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and
  - 1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has an 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor (in writing), the member may adjust work hours to make-up for the time at the appointment and avoid the need to use any sick leave.) In no case will this change in shift cause anticipated overtime at the time of scheduling.
  - 2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his shift and only be charged sick leave for the actual time used to complete the appointment.)

NOTE: Scheduled sick leave does NOT count as an occurrence toward the number of sick leave incidents for purposes of triggering an investigation. Any other use of sick leave shall disqualify the employee from earning additional personal leave days referenced in Section 29.2.

- F. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.
- G. Compassion leave of a reasonable period, to attend to a terminally ill relative. For purposes of granting compassion leave only, "relative" shall include all family members listed in Article 35, Funeral Leave.

Section 27.2. For purposes of this Article, the immediate family is defined as: mother, father, child, legal ward, spouse, step-child, step parent, legal guardian or other person who stands in the place of a legal parent.

Section 27.3. The call-in time limits will not apply in cases of emergency illness or injury. Definition of emergency illness to wit: heart attack, stroke, appendicitis, etc., to the employee or his immediate family. Definition of emergency injury to wit: auto accident, amputation, disabling fall, etc.

Section 27.4. The Employer maintains the right to investigate any employee's absences.

Section 27.5. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave.

Section 27.6. The amount of sick leave time any one employee may accrue is unlimited.

Section 27.7. Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.

Section 27.8. An employee on sick leave shall inform the control officer on duty of the fact and reason at least two (2) hours prior to the time he is scheduled to report to work, and on each day on a continuing absence unless otherwise agreed to by the Employer or his designee. Failure to do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence.

Section 27.9. The Employer shall have the right to retain an employee on duty until a replacement reports for duty, and the Employer or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examinations, nursing visits, or other inquiry which the Employer deems necessary which will be paid for by the Employer. Absence for part of the day that is chargeable to sick leave shall be charged proportionately in an amount not less than fifteen (15) minutes. Schedules may be

rearranged upon request of the employee and approval of Employer to avoid the charging of sick leave.

Section 27.10. Within ten (10) scheduled working days of the employee returning to work the employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall approve or disapprove sick leave requests on a case-by-case basis, and only for appropriate reasons. The employee shall only be charged for sick time equal to eight (8) hours less all hours worked that day. It is the intent of the parties that when an employee works overtime in a work day, or when an employee is required to attend court in the performance of his duties outside his regular work shift, and later calls off sick for a regular shift (or part of a shift), they shall receive credit for the overtime and will only be charged sick leave for the difference between the hours paid and eight (8) hours, if any. The following are examples of the application of this provision:

Example #1 An employee assigned to the 4-12 shift works four (4) hours of overtime. He then calls off sick on his 4-12 shift later that day. He will receive six (6) hours pay for the overtime and will be charged two (2) hours of sick leave for the shift called off, for a total of eight (8) hours of pay.

Example #2 The employee works the entire midnight to 8 shift on overtime, then calls off sick for his 4-12 shift. He receives twelve (12) hours of pay for overtime, and is charged no hours of sick leave.

A doctor's excuse is required if the employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled work week.

Section 27.11. Falsification of the written, signed statement or altering the physician's certificate will be grounds for disciplinary action.

Section 27.12. Upon submitting proper verification by employee to Employer, employees who transfer between county departments or agencies, or from another public agency as provided for by applicable state law, or who are re-appointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, re-appointment or transfer does not exceed ten (10) years.

Section 27.13. 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 for a period of up to twelve (12) weeks in accordance with the FMLA of 1993, as amended.

Employees are required to use accrued paid leave (e.g., sick, vacation, personal, compensatory time, OIL, donated leave, etc.) when the reason for the leave also qualifies as a permissible use of the paid leave before being placed on unpaid leave. Such paid leave will run concurrent with and count towards the twelve (12) week total of FML. The Employer may designate any leave as FML if the reason for the leave qualifies. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days' notice is not

possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement, however, the length of the leave will be calculated to include the time the employee was off on FML. It is intended that the application of this section comply with the FMLA of 1993, as amended and that the parties shall take such actions as to ensure compliance.

Section 27.14. Donated Time:

- A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. When it comes to the attention of the Sheriff that an employee's paid leave time has been or is about to be exhausted, and the Employer is aware of a serious personal illness of the employee, he shall assign a supervisor to investigate and prepare a report detailing:
  - 1. The character of the employee's ailment;
  - 2. The health care provider's prognosis for recovery;
  - 3. The employee's history of paid leave usage; and
  - 4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.
- B. The approval of donated time shall be solely at the discretion of the Sheriff. If the Sheriff approves a recommendation for an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave, compensatory time, and/or sick leave for the benefit of such approved recipient. Time donated must be in one (1) hour increments. Employees donating sick leave must have an accrued balance of at least 400 hours of sick leave.
- C. Donated time shall be converted to its cash equivalent and paid to the recipient at his or her regular hourly rate.
- D. Donated time shall be drawn from the donated time bank in as equitable a fashion as is feasible.
- E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

Section 27.15. An employee who calls in sick due to the employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four (24) hour period following his scheduled start time unless they make themselves available to resume duties for the employer by notifying the on duty supervisor. An employee who is found to have engaged in any

activity which is inconsistent with such incapacity (e.g., performing work for another employer, etc.) during such period shall be subject to disciplinary action.

Section 27.16. Employees released from their doctor for transitional duty shall be accommodated if appropriate transitional duty is available. The Employer will determine if transitional duty is available pursuant to the Employer's transitional duty policy. The Employer's determination will not be arbitrary or capricious.

**ARTICLE 28**  
**SICK LEAVE CONVERSION**

Section 28.1. Employees who have completed ten (10) years or more of 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.

- A. Eligible employees shall be entitled to convert accumulated sick leave hours as set forth below:
1. Ten to fifteen years of service: twenty-five percent (25%) up to a maximum of two hundred forty (240) hours.
  2. Fifteen to twenty years of service: twenty-five percent (25%) up to a maximum of three hundred (300) hours.
  3. Twenty to twenty-five years of service: twenty-five percent (25%) up to a maximum of three hundred sixty (360) hours.
  4. Twenty-five years of service: twenty-five percent (25%) up to a maximum of four hundred twenty (420) hours.

County service shall mean only Warren County Service.

Section 28.2. Payment shall be based upon the employee's hourly rate of pay at the time of separation. Only sick leave hours accrued while employed by Warren County are eligible for conversion under this Article.

Section 28.3. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

Section 28.4. 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.

**ARTICLE 29**  
**PERSONAL DAY LEAVE**

Section 29.1. All bargaining unit employees who have completed one (1) year of service shall be entitled to one (1) personal leave day with pay during each calendar year. Personal day leave use shall not be charged to accumulated but unused leave.

Section 29.2. 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 calendar day period provided for in this Section can begin at any time, and shall end one hundred eighty (180) days later. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage.

Section 29.3. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal day leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Section 29.4. Employees must schedule and use personal day leave as provided for in Section 29.1 of this Article on or before December 31st of each calendar year. Personal leave not scheduled and used on or before December 31st will be forfeited. If, after December 1st of any calendar year, an employee requests personal day leave in compliance with Section 29.3 above, and the Employer denies the scheduling of such personal day leave, the employee may request and the Employer shall schedule such denied personal leave day during January of the following calendar year before it is forfeited.

Employees must schedule and use earned personal day leave as provided for in Section 29.2 of this Article within one hundred eighty (180) calendar days of the date on which such personal leave day is earned. Earned personal day leave not scheduled and used within one hundred eighty (180) calendar days shall be forfeited.

**ARTICLE 30**  
**JURY DUTY (CIVIL LEAVE) WITNESS FEES**

Section 30.1. If an employee is called for court jury duty during his scheduled shift, that employee shall be paid his regular salary or wage during his absence and will be required to turn over any monies received from the court to the county. The employee shall be expected to report for work if a reasonable amount of time remains during his regular work day at the discretion of the Employer.

Section 30.2. If an employee is called for court jury duty and is selected to sit on the jury and that employee's schedule requires him to work, that employee's schedule will be arranged as to time on required jury duty be as shift work (i.e., if that employee is scheduled to work on the same hours as jury duty, that employee will serve on the jury. If that employee should be scheduled to work any other shift, the required duty will act as scheduled time worked).

Section 30.3. If an employee is summoned to appear as a witness, in relation to his job duties and not a civilian type witness (character witness), in a court of law and received his regular salary or wage for the time spent in court, that employee shall be required to turn over any witness fees received to the county.

Section 30.4. If an employee is required to appear in a court of law for personal reasons, at the discretion of the Employer and employee, that employee shall be required to take comp time, vacation, or leave without pay (in that order) for the time period absent.

### **ARTICLE 31** **MILITARY LEAVE**

Section 31.1. Employees shall be granted military leave in accord with the applicable state or federal law.

### **ARTICLE 32** **OCCUPATIONAL INJURY LEAVE**

Section 32.1. This Article outlines the conditions under which Occupational Injury Leave (OIL) may be granted by the Employer and the procedures for administering its use.

Section 32.2. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his official duties with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The employee will continue to receive his regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer and is in lieu of Workers' Compensation (temporary total disability). An employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. OIL will continue for a period not to exceed ninety (90) calendar days, without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for an additional ninety (90) calendar days. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.

Section 32.3. The Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the Benevolent Association and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The services of the third physician shall be paid by the Employer.

Section 32.4. An employee applying for an OIL shall authorize the release to the Employer of all medical information, pertinent only to the occupational injury or illness, possessed by the



employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee.

Section 32.5. The Employer may assign the employee to transitional duty with the approval of, and within the limitation set by, the employee's treating physician. The Employer will determine if transitional duty work is available.

Section 32.6. The Employer may provide this benefit to the employee through income protection insurance or by any other means available to the Employer. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive OIL pay. The cost of such insurance shall be at the Employer's expense.

Section 32.7. Employees on Workers' Compensation lost income benefits do not earn sick or vacation leave.

### **ARTICLE 33**

#### **LEAVE OF ABSENCE WITHOUT PAY**

Section 33.1. Upon the written request of a permanent employee, the Employer may grant an employee a leave of absence without pay excluding the seeking of outside employment.

Section 33.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 33.3. The maximum duration of leave of absence without pay for purposes of education, training, or specialized experience which would benefit county service, or for other related reasons, shall not exceed two (2) years.

Section 33.4. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Employer based upon its own merits.

Section 33.5. Upon returning from a leave of absence, the employee shall be placed in his original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished.

Section 33.6. An employee who fails to return to work within seventy-two (72) hours of completion of a leave of absence (without reasonable explanation to the Employer) may be removed.

Section 33.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit, and seniority will be suspended until the employee returns to work.

Section 33.8. 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 can cancel the leave and provide the employee with a written notice directing the employee to report for work within seventy-two (72) hours of receipt of such notice.

Section 33.9. An employee seeking to return to active duty prior to the scheduled date may do so with approval from the Employer.

#### **ARTICLE 34** **DISABILITY LEAVE**

Section 34.1. This Article outlines the conditions under which disability leave may be granted by the Employer, and procedures for administrating its use.

Section 34.2. When an employee becomes physically unable to perform the duties of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position and compensation. Such request shall be in writing, stating the reason for the request and, if approved by the Employer, attached to the implementing personnel action.

Section 34.3. 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.

Section 34.4. Disability Leave. An employee who has completed his probationary period and becomes physically unable to perform his duties due to illness, pregnancy or disability shall be granted a leave of absence for a maximum period of six (6) consecutive calendar months.

An employee who exhausts the six (6) month disability leave and provides satisfactory medical documentation of a continuing disability shall be granted a six (6) month personal leave upon request. In order to maintain employment rights, the employee must request to return prior to the conclusion of the disability/personal leave, however, in no case will an employee be allowed more than twelve (12) months disability/personal leave in an eighteen-month period for the same illness or condition. When an employee is ready to return to work, he shall furnish a statement from a physician releasing him as able to return to work. Any replacement worker in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave.

The employee will present evidence as to the probable date on which he will be able to return to the same or similar position as soon as he is aware of such date. Such request shall be in writing,

with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, paid leave and leave granted under the Family and Medical Leave Act of 1993.

Section 34.5. Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the temporary appointment shall be made permanent, if the temporary employee so desires.

Section 34.6. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his disability leave. An employee who does not return from disability leave, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Disability Leave".

Section 34.7. An employee who has been granted a Disability Leave shall not accrue vacation leave or sick leave during such a Disability Leave.

### **ARTICLE 35** **FUNERAL LEAVE**

Section 35.1. Due to the death of a member of the employee's immediate family the employee shall be granted two (2) days funeral leave, not chargeable to sick leave, and/or up to five (5) additional 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.

Section 35.2. In cases where the funeral as described above is outside of the tri-state area (Ohio, Kentucky, Indiana) an additional three (3) days of absence (chargeable to sick leave, vacation, and/or comp time) may be granted as necessary. All other provisions of Section 35.1 continue to apply.

### **ARTICLE 36** **RETIREMENT**

Section 36.1. Upon age and service retirement, employees shall be presented with a badge, agency patch, service decoration, and/or a name plate worn during service to the community suitably encased for presentation. An employee's unit number and badge number shall be retired upon death in office.

Section 36.2. "Retired employees" (those employees who have separated employment by an age and service retirement) may retain their agency credentials, however such credentials shall be stamped "Retired" by the Employer.

Section 36.3. The Employer shall allow the retired employee to retain one complete set of the agency's uniform with accessories which includes the following if applicable: Retirement badge, collar brass, buttons and backs, and whistle chain. The Employer shall make available for all Employees who retire upon age and service retirement, their duty weapon for the cost of \$1.00 to be paid to the county.

Section 36.4. When an employee intends to retire, he shall be allotted one (1) working day with pay to travel to P.E.R.S. to coordinate retirement affairs. An employee may only use this benefit once during the course of his employment with the Employer and verification of attendance may be required by the Employer.

### **ARTICLE 37 LAYOFF AND RECALL**

Section 37.1. When the Employer determines that a long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Benevolent Association of the impending layoff. The Employer and the Benevolent Association shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 37.2. Affected employees shall receive notice of any long-term layoff (lasting six (6) days or more) fourteen (14) calendar days prior to the effective day of the layoff. Employees 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.

Section 37.3. Employees shall be laid off in inverse order of seniority.

Section 37.4. Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt in which to exercise his right to bump the least senior employee within the same or a lower classification, provided the more senior employee possesses the qualifications to perform the work. Any employee who is bumped from his position shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. In the event of a recall, employees who have exercised their bumping rights shall have the opportunity to reverse this privilege. An employee may exercise his bumping rights once during any specific layoff and once during any specific recall that affects his position.

Section 37.5. When employees are laid off, the Employer shall create a recall list based on seniority. The Employer shall recall employees from layoff from within each classification as needed. The Employer shall recall such employees according to seniority and qualification, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of layoff.

Section 37.6. When the Employer recalls persons off the list, they shall be recalled to their previous classifications, if possible, and at the rate of pay commensurate with the current step of the classification the employee was in at the time of layoff.

Section 37.7. Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the Benevolent Association.

Section 37.8. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the laid-off employee to provide the Employer with written notice of any change of address, phone number, and/or name during the layoff period.

Section 37.9. The employee recalled from long-term layoff 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 return to work is otherwise specified in the notice.

**ARTICLE 38**  
**NO STRIKE/NO LOCKOUT**

Section 38.1. 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.

**ARTICLE 39**  
**SAVINGS CLAUSE**

Section 39.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, 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 Benevolent Association shall promptly meet for the purpose of negotiating a lawful alternative provision.

Either party may submit the dispute to arbitration if the parties fail to reach an agreement within thirty (30) calendar days.

**ARTICLE 40**  
**INTEGRITY OF THE AGREEMENT**

Section 40.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Benevolent Association, and all prior agreements, practices and policies, either oral or written, are hereby cancelled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 41**  
**WAIVER IN EMERGENCY**

Section 41.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff, 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.

**ARTICLE 42**  
**DURATION**

Section 42.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 p.m., November 20, 2022.

Section 42.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, the parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**ARTICLE 43**  
**CANINE HANDLER**

Section 43.1. In order for an employee to qualify for appointment to the position of Canine Deputy, the employee must have at least three (3) years of service within the Enforcement Division.

Section 43.2. The Employer and the Canine Deputy agree to be reasonable and flexible with their schedules in order to avoid excessive overtime (i.e., if called in with dog three (3) hours prior to regular shift, the Canine Deputy may be required to remain on shift and leave three (3) hours early). The Canine Deputy will be afforded one (1) formal training day every week to work with the dog. This training day will be part of the Canine Deputy's work shift.

Section 42.3. Canine Deputies shall receive an additional compensation equal to three (3) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. In the event a Canine Deputy is assigned more than one canine, the Canine Deputy shall receive compensation equal to four and one-half (4½) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. The

parties hereby agree that this additional compensation shall be full and complete compensation for the Canine Deputy's off-duty work time for home dog care activities such as feeding, grooming, and exercising the dog, which parties acknowledge should normally not exceed an average of one (1) hour per day.

Section 43.4. Due to the nature and conditions of Canine work, Canine Deputies will be issued five (5) sets of uniforms.

#### **ARTICLE 44** **WEIGHT AND LOAD**

Section 44.1. Because of the unique scheduling requirements for the position, terms of *Article 22, Hours of Work/Overtime/Call-Out Time/On-Call Time/Court Time* are clarified as follows:

- The work unit for this position as defined by Section 22.9 will be "Road" i.e. County Road Patrol and the position will direct report to County Road, Second Watch Supervisors.
- In accordance with Sections 22.9 and 22.10, this position is not eligible to be forced for overtime.
- In accordance with Sections 22.9 and 22.10, this position may sign up for schedule overtime or volunteer for unscheduled overtime providing no other employee from the same work unit has signed up or volunteered, and permitting their normal tour of duty does not interfere with operational needs of the overtime. It is further agreed when working enforcement overtime the issued scale truck will not be used for patrol duties and a spare cruiser is issued or obtained.

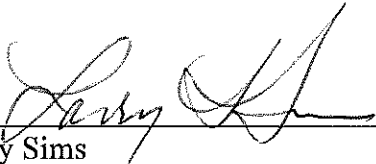
Section 44.2. In the event funding for the position is eliminated, Article 37 of the CBA will be enforced. In the event this position is filled as outlined in 9.6 of the CBA (hiring of outside employee), the parties agree this employee's seniority will be exclusive to this position as outlined in Section 37.3.


2020-2022 Final Agreement- Sworn Deputies Between Warren Co. Sheriff's Office and Warren Co. Deputy Sheriff's Benevolent Association

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

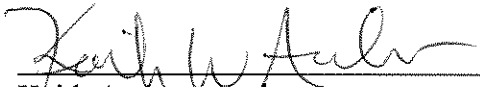
**FOR THE WARREN COUNTY SHERIFF**

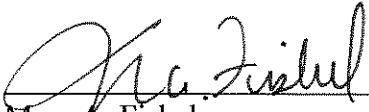
  
\_\_\_\_\_  
Larry Sims  
Warren County Sheriff

  
\_\_\_\_\_  
Barry Riley  
Chief Deputy

**FOR THE WARREN COUNTY COMMISSIONERS**


  
\_\_\_\_\_  
Tiffany Zindel  
County Administrator


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

  
\_\_\_\_\_  
Marc A. Fishel  
Fishel Downey Albrecht Riepenhoff, LLP

**WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION**

  
\_\_\_\_\_  
Deputy E. Scott Williams, President

  
\_\_\_\_\_  
Deputy John Mann  
Negotiating Team Member

  
\_\_\_\_\_  
Stephen S. Lazarus  
Counsel to the Association

Approved and journalized by the Warren County Board of Commissioners on June 23, 2020 by resolution number 20-0875.



# Resolution

Number 20-0877

Adopted Date June 23, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY  
JUNE 25, 2020

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, June 25, 2020.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓  
Commissioners file  
Press ✓

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

# Resolution

Number 20-0878

Adopted Date June 23, 2020

APPROVE A REMOTE ELECTRONIC DEPOSIT AGREEMENT, ON BEHALF OF THE WARREN COUNTY TREASURER, WITH LCNB NATIONAL BANK

BE IT RESOLVED, to approve a Remote Electronic Deposit Agreement, on behalf of the Warren County Treasurer, with LCNB National Bank; 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: C/A—LCNB National Bank  
Treasurer (file)

**Monthly Service Charges**

Location Support Charge	\$40.00 for First Scanner Location
Processing Fee (check)	\$ 0.10 per Item
Deposit Fee	\$ 0.35 per Deposit

**One Time Charges**

Implementation Setup & Training Fee	\$250.00
Scanner Cost	(Currently No Charge)

**Miscellaneous Charges**

Account Maintenance Charge	\$ 25.00 per Additional Scanner Location
	\$ 3.00 for per Additional Account
Additional In-Person Training Charge	\$100.00 plus current IRS Mileage Cost

# Schedule C

## Business Information For Setup

<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Delete			
<b>LEGAL BUSINESS INFORMATION</b>			
Legal Business Name:			Legal Tax ID #:
Legal Business Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
E-Mail Address:	Telephone:	Fax:	
<b>BUSINESS CONTACT INFORMATION</b>			
Business Contact Name:			Title:
Business Mailing Address:	City:	State:	Zip:
Business Contact E-Mail Address:	Business Contact Phone:		Business Contact Fax:
<b>RDC LOCATION 1 INFORMATION</b>			
Location Name:			Location Phone:
Location Contact:			Title:
Location Address:	City:	State:	Zip:
Location Mailing Address:	City:	State:	Zip:
<b>ACCOUNT INFORMATION</b>			
Account Number:	Account Name:		Billing Account Number: <input type="checkbox"/>
Account Number:	Account Name:		
Account Number:	Account Name:		
Account Number:	Account Name:		
Account Number:	Account Name:		
Account Number:	Account Name:		
Account Number:	Account Name:		



## REMOTE ELECTRONIC DEPOSIT AGREEMENT

### A. Introduction

This Remote Deposit Services Agreement (the "Agreement") governs the use of **LCNB National Bank's** Remote Deposit Services (the "Service"). The Service allows you to operate an image scanner device specified by the Bank to scan paper checks to create an image cash letter file to send to Bank through the System. This Agreement establishes the terms and conditions for electronic access to the remote deposit capture system (the "System"). When you use any of the Service(s) described in this Agreement, you agree to the terms and conditions of this Agreement.

For purposes of this Agreement, the words "we," "our," "us," "Bank" and other similar terms mean **LCNB National Bank**. "You," "Your," "User," "Customer," "Company" and other similar terms refer to the account holder named below and anyone else authorized by that account holder to exercise control over account holder's deposits through the Service. "Account" or "accounts" means your accounts at the Bank.

### B. Rules, Laws and Regulations

You agree to abide by and comply with all local, state, and federal rules, laws and regulations, including but not limited to, Regulation CC - "Expedited Funds Availability Act", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act), Bank Secrecy Act (BSA), the rules of the National Automated Clearing House Association (NACHA), sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the "Rules"). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.) The specific duties of the Company provided in the following paragraphs of this agreement in no way limit the foregoing undertaking. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules.

### C. Other Agreements

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts, in addition to your other agreements with the Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

### D. Using Remote Deposit Service

To use the System, you must have at least one checking account at the Bank, acquire the computer hardware and software required to access the System, Internet access via a secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, anti-virus software, and a valid e-mail address. Once we have received this signed Agreement and verified your account information, we will contact you to schedule installation and training of the System. The System can be used to send check images for deposit to only the Bank accounts designated in this Agreement. You can add, change or delete any of your Bank accounts or add locations from this Agreement by completing a new **Schedule D – Additional Processing Information**. Remote deposit access to your accounts through the System will be based upon the identification of users and authority levels specified by your designated Administrator. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the account holder.

### E. Definitions

1. Account. Each of your accounts at the Bank into which checks transmitted electronically will be deposited.
2. Automated Clearing House or ACH. A facility that processes debit and credit transfers under rules established by a Federal Reserve Bank operating circular on automated clearing house items or under rules of an automated clearing house association.
3. Available for Withdrawal. With respect to funds deposited means available for all uses generally permitted to you for actually and finally collected funds under the Bank's Account Agreement or policies, such as for payment of checks drawn on the account, certification of checks drawn on the account, electronic payments, withdrawals by cash, and transfers between accounts.
4. Banking Day. The part of any business day on which an office of the Bank is open to the public for carrying on substantially all of its banking functions.

- B. It is accompanied by special instructions, such as a request for special advice of payment or dishonor;
  - C. It consists of more than a single thickness of paper, except a check that qualifies for handling by automated check processing equipment; or
  - D. It has not been preprinted or post encoded in magnetic ink with the routing number of the paying bank.
22. Original Check. The first paper check issued with respect to a particular payment transaction.
23. Paper or Electronic Representation of a Substitute Check. Any copy of or information related to a substitute check that a bank handles for forward collection or return, charges to a customer's account, or provides to a person as a record of a check payment made by the person.
24. Paying Bank.
- A. The bank by which a check is payable, unless the check is payable at another bank and is sent to that bank for payment or collection;
  - B. The bank at which a check is payable and to which it is sent for payment or collection;
  - C. The Federal Reserve Bank or Federal Home Loan Bank by which a check is payable;
  - D. The bank through which a check is payable and to which it is sent for payment or collection, if the check is not payable by a bank; or
  - E. The state or unit of general local government on which a check is drawn and to which it is sent for payment or collection.
- Paying bank includes the bank through which a check is payable and to which the check is sent for payment or collection, regardless of whether the check is payable by another bank, and the bank whose routing number appears on a check in fractional or magnetic form and to which the check is sent for payment or collection. A paying bank also includes the Treasury of the United States or the United States Postal Service for a check that is payable by that entity and that is sent to that entity for payment or collection.
25. Qualified Returned Check. A returned check that is prepared for automated return to the depository bank by placing the check in a carrier envelope or placing a strip on the check and encoding the strip or envelope in magnetic ink. A qualified returned check need not contain other elements of a check drawn on the depository bank, such as the name of the depository bank.
26. Reconverting Bank.
- A. The bank that creates a substitute check; or
  - B. With respect to a substitute check that was created by a person that is not a bank, the first bank that transfers, presents, or returns that substitute check or, in lieu thereof, the first paper or electronic representation of that substitute check.
27. Regulation CC. Federal Reserve Board Regulation CC: Availability of Funds and Collection of Checks, which may be amended from time to time.
28. Remotely Created Check. A check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. For purposes of this definition, "account" means an account or other arrangement that allows a person to draw checks that are payable by, through, or at a bank.
29. Restricted Transactions. Any of the following transactions or transmittals involving any credit, funds, instrument, or proceeds that Regulation GG (Prohibition on Funding of Unlawful Internet Gambling) prohibits any person engaged in the business of betting or wagering (which does not include the activities of a financial transaction provider, or any interactive computer service or telecommunications service) from knowingly accepting, in connection with the participation of another person in unlawful Internet gambling:
- A. Credit, or the proceeds of credit, extended to or on behalf of such other person (including credit extended through the use of a credit card);
  - B. An electronic funds transfer, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic funds transfer or money transmitting service, from or on behalf of such other person; or
  - C. Any check, draft, or similar instrument that is drawn by or on behalf of such other person and is drawn on or payable at or through any financial institution.
30. Returning Bank. A bank (other than the paying or depository bank) handling a returned check or notice in lieu of return. A returning bank is also a collecting bank for purposes of UCC 4-202(b).

acknowledge and agree that the security aspects of the System are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

You agree to release the Bank from any and all liability, and agree not to make any claim against the Bank or bring any action against the Bank, relating to its honoring or allowing any actions or transactions that were conducted under your User ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your User ID, Password and Authentication Method.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to the System, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of System services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, through the use of the System, the Service used in conjunction with your User ID, Password and Authentication Method, you authorize Bank to complete the transaction. Any requests or instructions we receive from you through the System using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the System using your User ID, Password and Authentication Method.

Your access to the System will be blocked in the event that your User ID, Password and Authentication Method is entered incorrectly on **three (3)** consecutive attempts. If this happens, please contact support at **(866)711-0566** and a Wausau Financial Systems support rep will assist you.

#### G. Responsibility for Administrators

The System requires you to designate at least one Administrator. You will provide us with your Administrator's name in this Agreement in **Schedule B – System Administrator**. The Administrator will be responsible for maintaining your System settings and user security. Access to the System will be based upon the identification of users and authority levels specified by you in your Remote Deposit Enrollment Form. You must notify us in writing if you terminate or change the Administrator. You must also notify us in writing if you add or delete accounts or functionalities.

The System will allow the Administrator to establish authority levels to help you manage additional users and their access. The levels are used to specify who can access specific accounts, and what functions an individual can access within an account. It has a hierarchical structure that gives an Administrator access to all functions. The Administrator is then responsible for setting up other users within the Company. You can use the System seven days a week, twenty-four hours a day, although some or all System options may not be available occasionally due to emergency or scheduled system maintenance. We will attempt to post notice of any extended periods of non-availability through the System or website screens.

The Administrator is responsible for assigning all persons ("Authorized Users") with a User ID, Password and Authentication Method and who will be an Authorized User and what (if any) limitations (including what level of activity is appropriate for each account). Such limitations include, but are not limited to, determining which accounts an Authorized User can access via the System from the designated accounts included in this Agreement. The Administrator is also responsible for changing and maintaining the System ID and Password, resetting Login Count, changing account names, modifying display options and being the primary contact with the Bank support staff. Further, the Administrator is responsible for the ability to add, change or delete Authorized Users; add, change or delete access to accounts; and reset User IDs and Passwords for Authorized Users. Finally, the Administrator will have full access to your accounts at the Bank, as well as any new accounts you may open in the future which are designated to be accessed via the System.

The Bank will not control or oversee the Administrator function. If you accept the Administrator function, you agree to this and all action taken by the Administrator, and all such persons are your agent for purposes of use of the System or the Services. You further agree to assume all risks associated with providing User ID's, Passwords and Authentication Methods to your agents, representatives, employees or officers, and to limit the number of User ID's, Passwords and Authentication Methods issued to only those who have a specific need to use the Service. You must establish authorization parameters and/or limits for each person you authorize to use the Service on your behalf.

#### H. Data Protection

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your paper statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID, Password and Authentication Method are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others.

6. Exercising due care in preserving the confidentiality of any User ID, Password, test key, or other code or Authentication Method provided by the Bank and to prevent the use of the System by unauthorized persons, in addition assuming full responsibility for the consequences of any missing or unauthorized use of or access to the System or disclosure of any confidential information or instructions by the customer, its employees and agents.
7. Installing and implementing any changes and upgrades to the System as required by the Bank within 30 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the System.
8. Using only equipment authorized and approved by the Bank as outlined in any training documentation or services.
9. Ensuring equipment is clean and operating properly at all times.
10. Inspecting and verifying the quality of images, thus ensuring that the digitized images of the front and back of original checks (defined as a check for any amount in U.S. Dollars drawn on or payable through a U.S. financial institution that has not been previously presented and paid) are legible for all posting and clearing purposes by the Bank. Specifically, you are representing and warranting that:
  - A. The check image is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image, and the check image contains all endorsements from the original check that permits financial institutions to:
    - Acquire rights of a holder in due course in the collection process of Items;
    - Handle, process, maintain and destroy original checks; and
    - Ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form.
  - B. Each check image (or related electronic data file) contains a record of all MICR line information required for a substitute check and otherwise satisfies all of the requirements of the American National Standards Institute (ANSI) X9.37 standards for image quality required by Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that check image;
  - C. The original check, a duplicate check image, or any copy of the original check or check image will not be deposited by you with the Bank (unless the Bank instructs you to do so) or under any circumstances with any other bank; and
  - D. The original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that the Bank or any other person (such as the drawer of the check) will be asked to make payment based on a check or check image that the Bank or the other person already paid.

In addition, your account(s) will be charged for any deposited check that is later returned to the Bank owing to an actual or alleged breach of any such representation or warranty.

11. Using the System and equipment to enter, process and transmit original checks in accordance with procedures and transmission deadlines outlined in this Agreement. You will create a check image of an original check using scanning equipment to scan the front and back of each original check, including the responsibility for entering the correct dollar amount of each check image. In addition, you are responsible for ensuring the MICR line information from the original check is accurately scanned, entered or repaired for each check image;

**NOTE:** A check image is considered received by the Bank at a licensed location of the Bank, and the Bank is not responsible for any losses arising directly or indirectly from damage or alteration to the check image prior to its receipt by the Bank. In the event the Bank receives a check image from you on a day that is not a business day or after the applicable processing cutoff hour for a business day, the check image is deemed to have been received by the Bank at the opening of the next business day.

12. Any loss or failure to collect a check image that results from an inaccurate or illegible check image or failure to provide full and correct MICR data or dollar amount for a check image.
13. Complying with the following security procedures and those outlined in the Bank's training documentation or services and agreeing not to bypass, override or disable any security mechanisms in the software or processing equipment:
  - A. You will comply with the instructions for using the Service contained in the Bank's training documentation or services and those provided online when using the Service by taking reasonable steps to safeguard the confidentiality and security of any Passwords, Authentication Methods, equipment, and other proprietary property or information provided in connection with the Service.
  - B. The person assigned as your Administrator has the authority to determine who will be authorized to use the Service on your behalf. You assume sole responsibility for the actions of the Administrator, the authority the Administrator



21. Prohibited from engaging in any business or activity that:
  - A. Would result in your Company being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
  - B. Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
  - C. Directly or indirectly related to the use of the Service that is illegal or fraudulent.
22. Ensuring that no information has been deleted or degraded from a substitute check returned by the Bank in the event you capture for processing a digital image of a previously truncated and reconverted substitute check returned to you by the Bank. If you capture for processing a digital image of any other previously truncated and reconverted substitute check, you are to ensure that the substitute check meets the requirements for legal equivalency under Regulation CC and the identifications of previous truncating and reconvert bank(s) (as such terms are defined in Regulation CC) are preserved.

M. Bank Operational Responsibilities

1. Delivering the following items to the customer, in addition to providing access to the System:
  - A. User IDs, temporary Passwords and other related Authentication Methods; and
  - B. Equipment necessary to perform the service, if provided directly as stated above.
2. Providing initial installation and training support to ensure the proper implementation and use of the System.
3. Providing maintenance and support for the System to ensure the accurate processing of checks, including but not limited to:
  - A. Corrections, contingent or alternate work methods and fixes to any known system program bugs or errors;
  - B. Modifications, enhancements and updates in the event the Bank elects to make available to you; and
  - C. Telephone and e-mail support during the Bank's normal business hours.
4. Accepting for deposit to the applicable account digitized images of checks that are transmitted to the Bank by you. Digitized images are deemed received upon confirmation by the Bank of successful receipt of the transmission of the images that are complete, usable, and adhere to the data specifications set forth in the Bank's training documentation or services. If the digitized images are not complete, are not useable, or do not adhere to data specifications, the images may not be processed by the Bank, in which event your deposit will be adjusted and notification will be provided to you.
5. Processing digitized images after the Bank has received your transmission of the digitized images. The Bank uses commercially reasonable efforts to present image exchange items and substitute checks for collection. Unless the Bank notifies you otherwise, the Bank provides same day credit to the applicable account for all items transmitted by the customer and received by the Bank within the timelines established by the Bank. Customers are also subject to the Bank's availability schedule which may be amended without notice from time to time.

**NOTE:** Your deposit of a check image is subject to the Bank's verification and final inspection process. The Bank may at any time deposit a check image or return all or part of a deposit of multiple check images to you without prior notice. The Bank is under no obligation to inspect or verify a check image to determine accuracy, legibility or quality of the check image or MICR line information associated with the check image, or for any other purpose. However, the Bank may correct or amend MICR line information associated with a check image to facilitate processing of the check image or a substitute check created from that check image.

The Bank may process and collect a check image or a substitute check through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with another bank. The check images or substitute checks are subject to the rules of that clearing house, Federal Reserve Bank, or private clearing bank agreement.

The Bank may hold and use funds in any deposit account of yours following termination of this Agreement and the Service for such time as the Bank reasonably determines that any Item processed by the Bank prior to termination may be returned, charged back, or otherwise a cause for any loss, liability, cost, exposure or other action for which the Bank may be responsible, in addition to any other rights the Bank may have with respect to your accounts. Without limitation, you recognize that under the Rules, the UCC, Regulation CC and the rules of any image exchange network bank's representations and warranties with regards to image exchange items and substitute checks may expose the Bank to claims for several years following processing of the image exchange item or substitute check.

- B. Sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the System to others;
- C. Use the System or any training documentation or services for third party training, commercial time sharing or service bureau use;
- D. Alter, change, modify or otherwise create derivative works of the System or any training documentation or services; and
- E. Reverse engineer, disassemble or decompile the System, except to the extent expressly permitted by applicable law.

If you or any third party take such action the Bank shall have the right to immediately terminate this Agreement and/or the license to the System upon notice to you.

3. Ownership. You acknowledge and agree that all right, title and interest in and to the System and any training documentation or services, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to such:
- A. Owned exclusively by the Bank and its licensors;
  - B. Represented or contain valuable rights of the Bank and its licensors; and
  - C. Protected under United States patent, copyright, trademark and trade secret laws of general applicability.

No other license or interest in the System or any training documentation or services, either express or implied, is granted under this Agreement other than the license set forth in this Agreement.

In addition, you agree not to at any time either directly or indirectly:

- A. Put to issue the scope, validity or ownership of the Bank's (or its licensors') intellectual property rights in the System and any training documentation or services;
- B. Perform any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights;
- C. Assert any ownership rights to the System or any training documentation or services; or
- D. Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the System, any training documentation or services or any packaging, and shall include any copy of the System or any training documentation or services any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

You acknowledge and agree that this Agreement does not grant or convey to you an interest in or to the System or any training documentation or services, or any right, title, interest or license in or to any trademark of the Bank or its licensors, but only a limited right of use (revocable in accordance with the terms hereof).

You hereby assign to the Bank and/or its licensors, as directed by the Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which you may now have or may acquire at any time in the future to the System or the intellectual property rights to the System, and any other computer code using any of the System.

You agree to:

- A. Cooperate with the Bank and its licensors to protect the System, including in connection with any lawsuits or disputes involving the System;
- B. Promptly notify the Bank and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the System; and
- C. In the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the System by others:
  - Grant to the Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding; and
  - Agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

LCNB National Bank  
Attn: R.E.D. Department  
PO Box 59  
Lebanon, OH 45036

5. In Person - You may visit us in person at any one of our locations.
6. Contact information for the Company and Location(s) will be provided in **Schedule C – Business Information For Setup**

S. Contacting Bank Via E-Mail

Sending an e-mail through the System is one way to communicate with us. However, you agree and acknowledge that e-mail is not a secure method of communication. You should not send an electronic mail message if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request Services provided through the System.

Do not send account information or transaction information via e-mail. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail. Also, if you send us an electronic e-mail, it will be deemed to have been received on the following business day. The Bank will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails.

T. Periodic Statements

You agree that to the extent permitted by law, receipts, notices and disclosures associated with the System may be provided to you by e-mail, facsimile or over the Internet, either as part of a System session or otherwise. You will not receive a separate System statement; however your transactions will be reflected on your monthly account statement. You may use the System to view deposit activity as indicated in this Agreement. You agree to notify us of any changes to your mailing or e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your mailing or e-mail address.

U. Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

V. Disclaimer of Warranty, Limitation of Liability and Indemnity

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, the existence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to the Bank or to you by licensor or others, in connection with the System or Service(s) provided to you under this Agreement. Without limiting the generality of the foregoing, the Bank makes no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the System, the suitability of the Service, and with respect to any documentation. This paragraph shall survive the termination of this Agreement by either account holder or the Bank, and also limits the liability of any agent, employee or affiliate of the Bank. We do not and cannot warrant that the System will operate without errors, or that any or all Service(s) will be available and operational at all times.

The Bank agrees to be responsible only for performing the Service(s) expressly provided for in this Agreement and shall be responsible only for its actions or inactions for which the Bank has engaged in gross negligence or willful misconduct in performing those Service(s). The Bank will not be responsible for your acts or omissions and none of your employees or agents shall be considered agents of the Bank. You agree to defend, indemnify and hold the Bank harmless against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of:

1. Any claim of any person that is responsible for any act or omission by you or your employees or agents;
2. Any claims against the Bank from a third party resulting directly or indirectly under this Agreement where the Bank has acted in accordance with your instructions and/or within the terms of this Agreement;
3. Your negligence or breach of this Agreement;
4. Your failure to provide the appropriate information for an instruction via the System;
5. Your failure to provide and maintain accurate information in this Agreement and Remote Deposit Services Enrollment Form; and
6. Any breach by you of any representation or agreements made pursuant to or in this Agreement.

4. Transmission of electronic images to any other computer, system or media, other than, transmission to the Bank for the purpose of processing such electronic images as contemplated herein, if liability for infringement would not have arisen but for such transmission;
5. Use of other than the most current release of the System provided to you, if liability for infringement would not have arisen if the most current release had been in use; or
6. Any breach by you of this Agreement, if liability for infringement would not have arisen but for such breach.

If your use of the System is, or in the Bank's opinion is likely to be, enjoined due to any Claim, the Bank shall, at its sole option and expense, do one or more of the following:

1. Provide you the right to continue using the System at no additional expense;
2. Replace or modify the System with non-infringing software, without a material reduction in functionality or performance;
3. Resolve any Claim so that you may continue using the System at no additional expense; or
4. Terminate the Service and the license of the System.

Any action by the Bank shall not relieve the Bank of its obligation to indemnify Indemnified Parties in accordance with the other provisions of this provision, and you agree and acknowledge that the remedy provided in this provision is the sole and exclusive remedy of you, and consequently the sole and exclusive liability of the Bank, with respect to any Claim or any related action, and the Bank shall not be otherwise liable to you for providing non-infringing software.

An Indemnified Party shall:

1. Provide the indemnifying party prompt written notice of any Claim for which the Indemnified Party intends to claim indemnification;
2. Provide the indemnifying party (and/or its licensors, in case the Bank is the indemnifying party) the right to control and direct the investigation, defense and settlement of the Claim; and
3. Cooperate fully with the indemnifying party (and/or its licensors, in case the Bank is the indemnifying party) in the investigation, defense and settlement of such Claim.

The failure to deliver notice to the indemnifying party promptly after an Indemnified Party becomes aware of a Claim, if prejudicial to the indemnifying party's ability to defend such action, shall relieve the indemnifying party of any liability to Indemnified Parties under this provision to the extent of such prejudice. An Indemnified Party shall not settle or compromise any Claim, and any settlement or compromise by an Indemnified Party of a Claim shall be void as against the indemnifying party and shall terminate the indemnifying party's obligation to indemnify such Indemnified Party. The indemnifying party (and/or its licensors, in case the Bank is the indemnifying party) may settle or compromise any Claim, provided that such settlement or compromise does not involve any admission of wrongdoing on the part of any Indemnified Party or require any payment or other performance by any Indemnified Party.

#### W. Credit and Audit Review

You are subject to satisfactory credit and audit review by the Bank from time to time, at the Bank's sole option and discretion, and in accordance with the Bank's established credit and auditing criteria. You shall, upon the Bank's request, provide to the Bank any such credit and audit related information and assistance as the Bank may require to perform any such review. Your failure to meet such standards in the sole discretion of the Bank or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit the Bank to terminate this Agreement and the Service.

#### X. Site Inspection and Visitation

You are subject to an on-site inspection at any location of your business at any time and from time to time at the sole discretion of the Bank to ensure compliance with the provisions of this Agreement. The Bank shall not be liable or responsible to you or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into your system, including any which allegedly delay, alter or corrupt the data of yours, whether related to the transmission of imaged items or other data to the Bank, or whether caused by the equipment, Service, the Bank, Internet service providers, Internet browsers, or other parties providing communication services to or from the Bank to you in connection with the Bank's entry on your premises for the purposes of installation or maintenance of the equipment and Service, and for the purpose of conducting an on-site inspection.

#### Y. Severability

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

If any such liabilities exceed the amount in the applicable account, the Bank may charge such excess against any of your other accounts at the Bank, and you will pay immediately upon demand to the Bank any amount remaining unpaid. You will also continue to retain checks and forward checks to the Bank.

If you did not purchase your scanner, it needs to be returned to LCNB National Bank in good working condition within 30 days of the termination. The failure to deliver the machine promptly after your termination notice could result in the Bank debiting your account for the cost of a new scanner as listed on the Schedule of Fees.

#### FF. Dispute Resolution

Any claim, dispute, or controversy arising from, or relating to, your use of the service, the terms and conditions set forth in this agreement, or the validity, enforceability, or scope of the resolution provision set forth in this agreement (the "dispute") will be resolved as follows:

1. The parties shall attempt to mediate resolution of the dispute by utilizing the services of a commercial mediator mutually agreed upon, and the cost of which shall be shared equally. In the event that the parties cannot agree upon the selection of a mediator, or the mediation fails to achieve a resolution of the dispute;
2. Either party may commence an action in the Court of Common Pleas, Warren County, Ohio, or either party may commence an arbitration of the dispute, by selecting an arbitrator, giving the other party notice of that selection, following which the other party shall select an arbitrator within 30 days, and the two arbitrators shall select a third who shall be the chair. The cost of the arbitrator selected by each party shall be borne by that party, and the cost of the chair shall be shared by the parties. A failure of the second party to select an arbitrator shall constitute a waiver of arbitration. The arbitration award shall be binding. Either party may waive arbitration by commencing litigation before an arbitration panel is selected.

#### GG. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio and this Agreement. It shall be the responsibility of the Company that deposit transactions processed through the Service comply with all local, state, and federal laws, rules and regulations, including but not limited to, sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement and as amended from time to time. It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.)

#### Your Representations and Warranties

You represent and warrant to the Bank as follows:

1. You have all requisite power and authority to enter into this Agreement. The entering of the Agreement, and execution of the corresponding application incorporating the same, has been duly and validly authorized by all necessary action. Further, the individual or individuals who execute the application for the services contemplated under the Agreement on your behalf is each duly authorized by you to do so;
2. Any transaction contemplated hereby will not be in violation of state or federal law; and
3. All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions and any record keeping requirements with respect thereto.

#### Fees and Charges

You agree to pay the fees and charges for your use of the System and the purchase or lease of any required Equipment as we have established and may amend from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with the Bank. Our schedule of fees for the System is set forth in **Schedule A - Schedule of Fees**. You agree that all such fees and charges will be deducted from the Bank checking account designated in **Schedule C - Business Information For Setup** located in this Agreement. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System.

# Resolution

Number 20-0879

Adopted Date June 23, 2020

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL ON BEHALF OF THE WARREN COUNTY AGRICULTURAL SOCIETY

BE IT RESOLVED, to authorize the President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Warren County Agricultural Society for the purpose of obtaining a liquor license during the Warren County Fair; copy of said application 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Warren County Agricultural Society (file)  
C/A—Ohio Department of Commerce, Division of Liquor Control

# Resolution

Number 20-0880

Adopted Date June 23, 2020

APPROVE AND ENTER INTO A COOPERATIVE AGREEMENT WITH THE WARREN COUNTY PORT AUTHORITY RELATIVE TO THE PASS THROUGH FUNDS FOR SINCLAIR COMMUNITY COLLEGE

BE IT RESOLVED, to approve and enter into a cooperative agreement with the Warren County Port Authority relative to pass through funds for Sinclair Community College; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Warren County Port Authority  
Economic Development (file)  
OMB

## **COOPERATIVE AGREEMENT**

### **I. Parties**

The parties to this Cooperative Agreement are the Warren County Board of County Commissioners, (hereinafter "COUNTY"), and the Warren County Port Authority (hereinafter "PORT AUTHORITY").

### **II. Authorization**

This Cooperative Agreement is authorized pursuant to the provisions of Ohio Revised Code §§ 307.15 and 4582.25 (A).

### **III. Purpose**

The purpose of this Cooperative Agreement is to set forth the terms and conditions pursuant to which the parties shall cooperate upon the project described upon Exhibit "A" attached hereto (hereinafter the "PROJECT").

### **IV. COUNTY'S Duties**

COUNTY shall perform those duties set forth upon Exhibit "B" attached hereto.

### **V. PORT AUTHORITY'S Duties**

PORT AUTHORITY shall perform those duties set forth upon Exhibit "C" attached hereto.

### **VI. Hold Harmless, Defense and Indemnification**

PORT AUTHORITY does hereby agree to defend, indemnify, and hold harmless the COUNTY, its officers, employees, agents, and contractors for and from any and all claims, demands, damages, injuries, liabilities, costs, fees, attorney fees, expenses, profits, liens, commissions, actions, cause of action, suits, at law or in equity, judgments, orders and decrees as may be occasioned in executing the PROJECT.



## **VII. Fiduciary Duties and Obligations**

PORT AUTHORITY does hereby agree to use the funds as provided for herein and shall comply with all statutory and common law of the State of Ohio including but not limited to fiduciary duties, obligations, and liabilities.

## **VIII. Term; Termination**

- A. The term of this Cooperative Agreement shall be from the date hereof until final completion of the PROJECT unless terminated sooner as set forth in Item VIII (B) below.
- B. Either party may terminate this Cooperative Agreement, either with or without cause, upon fourteen (14) days written notice to the other party.
  - 1. In the event of termination hereunder, neither party shall incur additional obligations in execution of the PROJECT on or after the date of notice of termination of this Cooperative Agreement.
  - 2. Any payments or fund transfers between the parties which are provided for this in this Cooperative Agreement shall be prorated to the date of termination or used to pay obligations incurred prior to notice of termination.
  - 3. Termination of this Cooperative Agreement by either party shall not relieve PORT AUTHORITY of its obligations to defend, indemnify, and hold harmless as set forth in Item VI above.

## **IX. Notices**

- A. All notices required or permitted by this Cooperative Agreement shall be given in writing and by certified mail addressed as set forth in Item IX(C) below unless a party gives the other party notice to address notices differently.
- B. All notices shall be deemed complete upon the date of delivery as evidenced by the certified mail return receipt, unless delivery was refused or unclaimed or the party to whom notice is directed intentionally avoids delivery or delays receipt of such notice, in which case notice will be deemed complete as of the date of mailing.

- C. Notices shall be addressed as follows:
1. To the County:  
Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036
  2. To the Authority:  
Warren County Port Authority  
Attn: Martin Russell, Executive Director  
406 Justice Drive  
Lebanon, Ohio 45036

**X. Complete Agreement; Counterparts; Modifications; Binding Effect**

- A. This writing constitutes the complete Cooperative Agreement between the parties and all statements, negotiations or representations, oral or otherwise, not incorporated herein and which tend to modify, contradict, or supplement this Cooperative Agreement are of no force and effect.
- B. This Cooperative Agreement shall not be modified except in writing and signed by the parties hereto.
- C. This Cooperative Agreement shall be binding upon the successors or the parties hereto.

[The remainder of this page is intentionally left blank.]

**XII. Port Authority's Execution**

IN EXECUTION WHEREOF, the Warren County Port Authority has caused this Agreement to be executed by Martin Russell, whose title is Executive Director, on the date stated below, pursuant to a resolution or consent action authorizing such act, a copy of which is attached hereto.

**WARREN COUNTY PORT AUTHORITY**

SIGNATURE: \_\_\_\_\_



PRINT NAME: \_\_\_\_\_

Martin Russell

TITLE: \_\_\_\_\_

Executive Director

DATE: \_\_\_\_\_

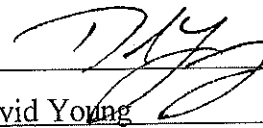
6/23/2020

**XIII. County's Execution**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by David Young, its President, on the date stated below, pursuant to Resolution Number 20-0880, dated 6/23/2020.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \_\_\_\_\_



PRINT NAME: \_\_\_\_\_

David Young

TITLE: \_\_\_\_\_

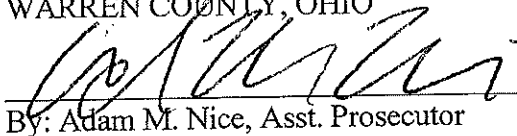
President

DATE: \_\_\_\_\_

6/23/2020

APPROVED AS TO FORM:

DAVID FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

  
By: Adam M. Nice, Asst. Prosecutor

## EXHIBIT "A"

PROJECT: Financial contribution toward the enhancement of education through the Sinclair Community College, to wit:

Financial assistance of \$100 per student taking twelve (12) or more credit hours per semester or a total of \$50 per student taking less than twelve (12) credit hours per semester will be applied to a student's tuition costs if the following two criteria are met:

- (i) the student must be enrolled at the Sinclair College Courseview Campus, 5386 Courseview Drive, Mason, OH 45040, and
- (ii) the student must be a resident of Warren County at least 30 days prior to enrolling at the Sinclair College Courseview Campus, and they must maintain their residency during the quarter/semester in which the County is underwriting the financial assistance.

The financial assistance will be automatic by virtue of enrollment. There will be no application required of the student. The Sinclair Community College District will apply the contribution automatically to each student's tuition upon verification that the aforementioned criteria are met.

The rationale for differentiating in the contribution is to encourage students to take twelve (12) or more credit hours.

## **EXHIBIT "B"**

### COUNTY Duties:

The County shall pay the following sums, as indicated by calendar year, to the Warren County Port Authority to be disbursed within thirty (30) days of receipt to the Sinclair Foundation for the enhancement of education of students of the Sinclair Community College District, Courseview Campus, as provided in Exhibit "A."

2020: \$56,200

## **EXHIBIT "C"**

### **PORT AUTHORITY Duties:**

PORT AUTHORITY shall enter into a written agreement acceptable to the COUNTY with the SINCLAIR FOUNDATION, 444 West Third Street, Dayton, OH 45402-1460, that obligates SINCLAIR FOUNDATION to utilize the financial contributions provided for in Exhibit "B" in accordance with the Project as specifically set forth in Exhibit "A."

The Authority shall budget for the receipt of the funds each year and in such amounts as itemized in Exhibit "B," and further appropriate and expend such public funds by disbursing the same annually within thirty (30) days of receipt to SINCLAIR FOUNDATION. This obligation of disbursement within thirty (30) days of receipt in each calendar year from the County shall be incorporated into the written agreement between PORT AUTHORITY and SINCLAIR FOUNDATION as set forth above.

PORT AUTHORITY agrees to return to the County any amount disbursed in accordance with this Agreement but not used on the Project as described in Exhibit "A." Upon request from the COUNTY, the PORT AUTHORITY also agrees to provide an accounting of all funds granted under this agreement.

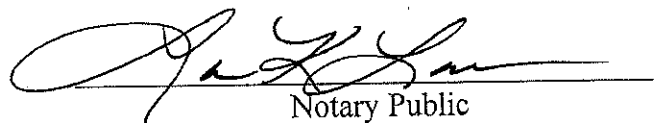
STATE OF OHIO )  
 ) SS:  
COUNTY OF WARREN )

Before me, a Notary Public in and for said County and State, personally appeared David G. Young, President of the Warren County Board of County Commissioners, Warren County, Ohio, who acknowledged that he signed the foregoing instrument as that officer of said county, and that the same is his free act and deed as such officer and individually, and the free act and deed of said county.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Lebanon, Ohio, on this 23 day of June, 2020.



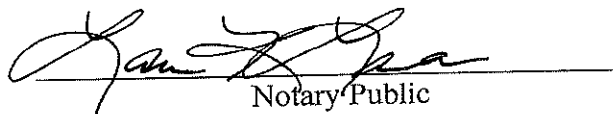
LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

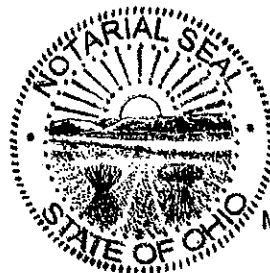
  
Notary Public

STATE OF OHIO )  
 ) SS:  
COUNTY OF WARREN )

Before me, a Notary Public in and for said County and State, personally appeared Martin Russell, Executive Director for the Warren County Port Authority, who acknowledged that he signed the foregoing instrument as the authorized signatory of said port authority, and that the same is his free act and deed as such officer and individually, and the free act and deed of said port authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Lebanon, Ohio, on this 23 day of June, 2020.

  
Notary Public



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

# Resolution

Number 20-0881

Adopted Date June 23, 2020

DECLARE VARIOUS ITEMS WITHIN BUILDING & ZONING, COMMUNITY CORRECTIONS, DOG & KENNEL, DRUG TASK FORCE, FACILITIES MANAGEMENT, OFFICE OF MANAGEMENT & BUDGET , AND SOIL & WATER CONSERVATION DISTRICT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, Community Corrections, Dog & Kennel, Drug Task Force, Facilities Management, Office of Management & Budget, and Soil & Water Conservation District in accordance with the Ohio Revised Code; list of said items 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sr

cc: 2020 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office



# Warren County Facilities Management

GovDeals

B&Z20009

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Building & Zoning

Date:

Jun 10, 2020

009

### LASERJET PRINTER



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

HP

Model #

4250N

Serial #

Date Removed From Service

6/9/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

PRINTS A BLACK LINE DOWN THE MIDDLE OF PAPER

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 513-695-1295

Location of Item: 3RD FLOOR

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

CCS20050

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Community Corrections

Date:

Jun 5, 2020

050

### Bianchi Single Stack Double Magazine Pouch (4)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
4	BIANCHI			SINGLE STACK DOUBLE MAGAZINE POUCH

Additional Comments

Bianchi Single Stack Double Magazine Pouch (4)  
Great condition.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 5136952596

Location of Item: CPL Court Services, 520 Justice Drive, Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

CCS20051

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Community Corrections

Date: Jun 5, 2020

051

### Safariland 6360 Level III Duty Holsters Springfield XD 4 inch (24)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
24	SAFARILAND			6360 LEVEL III DUTY HOLSTERS 4 INCH

Additional Comments

Safariland 6360 Level III Duty Holsters for Springfield XD 4 inch(24)  
Great condition.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 5136952596

Location of Item: CPL Court Services, 520 Justice Drive, Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals # CCS20052

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

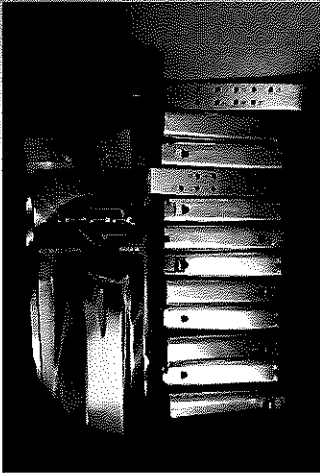
Community Corrections

Date:

Jun 5, 2020

052

### Springfield XD 40 twelve round magazines (35)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
35	SPRINGFIEL			XD 40 TWELVE ROUND MAGAZINES

Additional Comments

Springfield XD 40 twelve round magazines (35)  
Good condition

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt Title: Fiscal Coordinator Phone Number 5136952596

Location of Item: CPL Court Services, 520 Justice Drive, Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

CCS20053

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

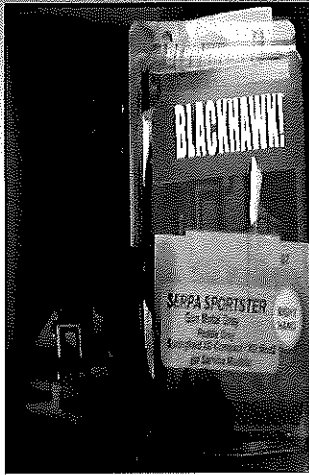
Community Corrections

Date:

Jun 5, 2020

053

Blackhawk Serpa IWB holsters for Springfield XD 4 inch (9)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
9	BLACKHAWK			SERPA IWB HOLSTERS 4 INCH

Additional Comments

Blackhawk Serpa IWB holsters for Springfield XD 4 Inch (9)  
Good condition

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 5136952596

Location of Item: CPL Court Services, 520 Justice Drive, Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

GovDeals

DOG20000

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Dog & Kennel

Part

000

### 2009 FORD F-150



Select Item Type

Vehicle

Vin #

1FTPX14V19KC17855

Title restriction?

Yes  No

Odometer Reading

136920

Yes

Accurate?

No  Unknown

Year

2009

Make

FORD

Model

F-150

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

SILVER

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust  Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

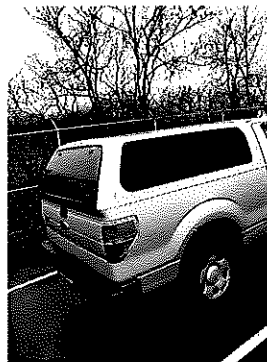
Good  Fair  Poor

Additional Comments

2009 FORD F-150 5.4L V8 GASOLINE ENGINE, 6 SPEED AUTOMATIC TRANSMISSION, 4WD. VEHICLE TAKEN OUT OF SERVICE DUE TO MILEAGE AND CONDITION. RUST ON  
ROCKER PANELS.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Location of Item: WARREN COUNTY GARAGE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

DTF20101

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Drug Task Force

May 19, 2020

101

### 2008 BMW 325i



Select Item Type

Vehicle

Vin # WBAVA37598NL58411

Title restriction?  
 Yes  No

Odometer Reading 187241

Accurate?  
 Yes  No  Unknown

Year 2008

Make

Model 325i

Does it Start?  
 Yes  No  With Boost

Does it run?  
 Yes  No

Color WHITE

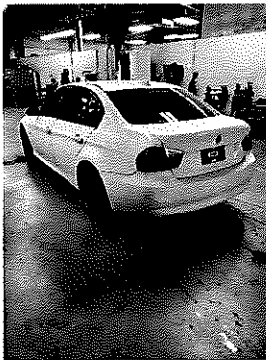
Exterior Condition?  
 Good  Minor Dents, Dings  
Scratches or rust  Sever dents, Dings  
Scratches or Rust

Interior  
 Cloth  Leather  Other

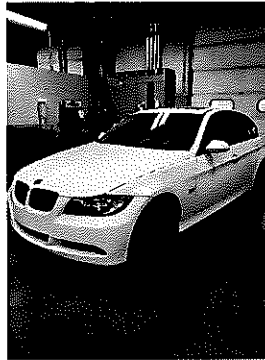
Interior Condition?  
 Good  Fair  Poor

Additional Comments

2008 BMW 325i. 3.0L GASOLINE ENGINE AUTOMATIC TRANSMISSION. NO KNOWN SERVICE HISTORY AND NEVER USED AS FLEET VEHICLE. HAS A FUEL LEAK AT THE TOP OF THE GAS TANK(NOT DRIPPING BUT HAS GAS RESIDUE ON THE SIDE OF THE TANK). ALSO HAS MULTIPLE CHECK ENGINE, ABS, AND RESTRAINT SYSTEM CODES. HAS CHECK ENGINE, ABS, AND AIRBAG LIGHTS ON DASH.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

FAC20010

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

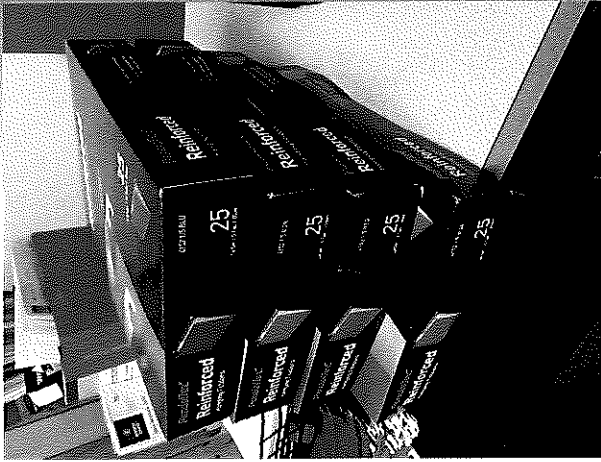
Facilities Management

Date

May 18, 2020

010

### OFFICE SUPPLIES



Select Item Type

Lot of Multiple Items

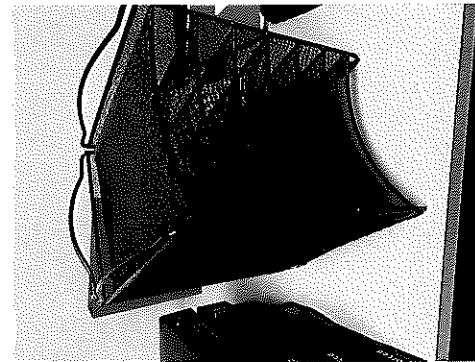
Qty	Brand	Model	Working Condition Y/N	Description
4				boxes of reinforced hanging folders
1				7 rack file organizer
1				loose reinforced hanging folders
1				single table top file
1				assortment pads of paper

Additional Comments

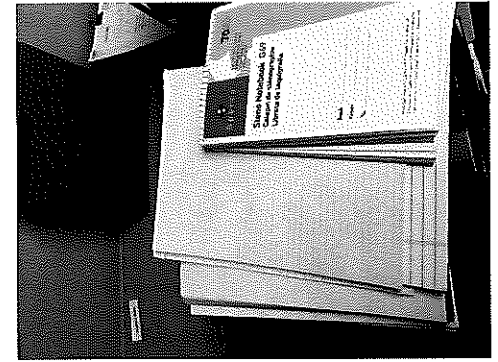
lot of loose green hanging file.  
4 boxes beige of top tab file folders  
1 box of printable folder tabs labels.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.



# Warren County Facilities Management

OMB20001

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

OMB

Date

May 28, 2020

001

### Various Computers/Monitors/Accessories



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Dell		N	Unused Dell PCs
2	HP		N	Unused HP PCs
6	Various		N	Various Monitors from Dell & HP
3	Various		Y	Keyboards
2	Unknown		Y	Mouse
	Unknown		Y	Assorted Cables

Additional Comments

These PCs have had their drives cleaned by Technology but are no longer used for County work. Some monitors work and others have flickering or other issues.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Jeff Stilgenbauer

Title: Fiscal Specialist

Phone Number 513-695-2690

Location of Item: OMB File Room

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

S&W20001

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Soil and Water

Date:

001

### 2007 DODGE GRAND CARAVAN



Select Item Type

Vehicle

Vin # 2D4GP44L77R123173

Title restriction?  
 Yes  No

Odometer Reading 72974

Accurate?  
 Yes  No  Unknown

Year 2007

Make

DODGE

Model GRAND CARAVAN

Does It Start?  
 Yes  No  With Boost

Does it run?  
 Yes  No

Color BLUE

Exterior Condition?  
 Good  Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior  
 Cloth  Leather  Other

Interior Condition?  
 Good  Fair  Poor

Additional Comments

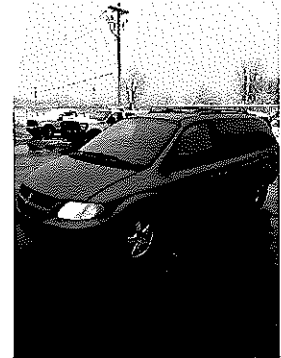
2007 DODGE GRAND CARAVAN 3.8L V6 ENGINE AUTOMATIC TRANSMISSION. A/C, CRUISE CONTROL, TILT STEERING, POWER MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS. VEHICLE REMOVED DUE TO RUST AND HIGH MILEAGE. ALSO VEHICLE HAS BRAKE PULSATION DUE TO RUSTY ROTORS.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Location of Item: Warren County Garage

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

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

# Resolution

Number 20-0882

Adopted Date June 23, 2020

APPROVE AND ENTER INTO A CONTRACT WITH DOCUMENT DESTRUCTION ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve the contract with Document Destruction on behalf of Warren County Department of Human Services for document shredding, beginning July 1, 2020 and terminating June 30, 2022; copy of contract 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Document Destruction  
Human Services (file)

**CONTRACT AGREEMENT  
BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS  
ON BEHALF OF  
THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES  
AND  
DOCUMENT DESTRUCTION**

This Vendor Contract is entered into this 11<sup>th</sup> day of JUNE, 2020 by the Warren County Board of County Commissioners on behalf of Warren County Department of Job and Family Services, Division of Human Services, hereafter known as "WCDJFS", with offices located at 416 South East Street, Lebanon, Ohio and Document Destruction located at 4511 Reading Road, Cincinnati, Ohio 45229; hereafter known as the "Provider". This is a vendor agreement between Warren County Department of Human Services and Document Destruction.

**I. PURPOSE:**

WCDJFS assigns all of the shredding services requirements during the term of this Agreement, in accordance with the pricing, terms and conditions contained herein to Document Destruction.

**II. CONTRACT PERIOD:**

This Contract will be effective upon signing by both parties and approval by the Warren County Board of County Commissioners through June 30, 2022, inclusive, unless otherwise terminated, as provided herein.

**III. SERVICES TO BE PROVIDED:**

Document Destruction agrees to provide (5) secure totes, (1) on the first floor, (1) second floor, and (2) on the basement floor. Document Destruction agrees to provide On-Site Shredding once monthly.

**IV. COST OF SERVICES:**

The on-going cost minimum charge shall be \$73.75 flat rate every four (4) weeks for four (5) totes to include on-site destruction. Additional totes can be added to this Agreement and shall automatically be a part of and subject to the terms hereof. The addition of totes would be added subject to there being an ongoing need.

Price is based on the number of containers needed and frequency of service. Company must notify WCDJFS in writing of any increase in prices and/or services charges and/or minimum charges. WCDJFS has the right to reject increases; there by resulting in

*WCDJFS 6/15/20  
MPC  
6-11-2020*

termination of the contract.

All totes placed at WCDJFS remain the property of the Provider. In the event that the totes are lost, damaged or destroyed by any means, the WCDJFS will pay for said tote at the current replacement values.

Provider warrants that claims made to WCDJFS for payment of services provided shall be for actual services rendered and will not duplicate claims made provider to other sources of public funds for the same service.

**V. PAYMENT TERMS:**

During the Term of this Agreement, services shall be billed monthly at the rates set forth in Attachment A. WCDJFS agrees to pay all properly invoiced charges within thirty (30) days of the receipt of a proper invoice; a proper invoice being an invoice that states dates of service and an explanation of cost.

**VI. CONFIDENTIALITY:**

The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party or the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this agreement.

**VII. RELATIONSHIP OF PARTIES:**

The Provider shall be an independent contractor to WCDJFS.

**VIII. GOVERNING LAW:**

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

**IX. INDEMNIFICATION:**

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

**X. ENTIRE CONTRACT:**

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

**XI. MODIFICATION OR AMENDMENT:**

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

**XII. ASSIGNMENT:**

Neither party shall assign any of its rights nor delegate any of its duties under this Contract without written consent of the other.

**XIII. TERMINATION OF SERVICES:**

This Contract may be terminated by either party upon notice in writing, delivered to the other party, at least ninety (90) days prior to discontinuing services. WCDJFS shall be responsible for any unpaid charges incurred prior to termination, up to and including the charges for servicing the WCDJFS on the last pick-up.

**IXX. NOTICES:**

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

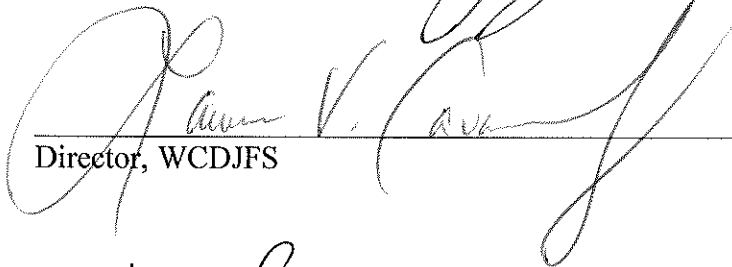
To: Warren County Human Services  
416 S East Street  
Lebanon Oh 45036  
(513)695-1420

To: Document Destruction  
4511 Reading Road  
Cincinnati, Ohio 45229

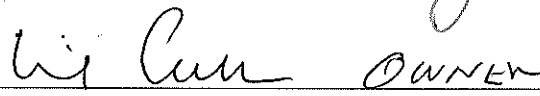
**APPROVED BY:**

  
\_\_\_\_\_  
President, Warren County Board of Commissioners

6/23/2020  
Date

  
\_\_\_\_\_  
Director, WCDJFS

6/5/2020  
Date

  
\_\_\_\_\_  
Document Destruction, Representative

6-11-2020  
Date

MIKE CALLIHAN, OWNER.

**Approved to form:**

  
\_\_\_\_\_  
Keith Anderson, Asst. Prosecutor

6-4-2020  
Date

## **DOCUMENT DESTRUCTION SERVICES 5/28/2020**

	<b>Per Service Pricing</b>
ROYAL DESTRUCTION	\$147.50
SHRED -IT	\$107.75
DOCUMENT DESTRUCTION	\$73.75
ALL SHRED SERVICES	\$123.85
ERTH Systems Shredding	\$40.00

The agency has decided to continue working with Document Destruction. Although they were not the lowest quote they have been great to work with and have offered us exceptional service.



## Cavanaugh, Lauren V

---

**From:** Mike Callihan <mike@docdestruction.com>  
**Sent:** Monday, May 11, 2020 10:40 AM  
**To:** Cavanaugh, Lauren V  
**Subject:** document shredding

Dear Lauren,

Thank you for speaking with me about how Document Destruction can help continue with your secure document shredding needs.

**TO CONFIRM: five totes serviced one time per month @ \$ 73.75 total from 7/1/2020 to 6/30/2022**

**THERE ARE NO OTHER FEES, NOT EVEN TAX!**

Please don't base your decision strictly on price. Below are a few reasons why over 3,400 local companies and individuals have chosen Document Destruction:

1. We shred your private documents **ONSITE**. The document shredding truck will come to your location and shred all the private records **ONSITE**. No document leaves your property until it has been turned into confetti and can never be reconstructed.
2. Document Destruction is **CERTIFIED** and **ACCREDITED** for document shredding. This means Document Destruction is audited annually to verify that every employee is uniformed, bonded, I.D. badged, drug tested, criminal background checked and is fully trained in the latest security measures.
3. Document Destruction has \$1,000,000 of **PROFESSIONAL LIABILITY INSURANCE COVERAGE** to protect against:
  - \*Unauthorized access to or theft of sensitive documents
  - \*Intentional acts by my employees
  - \*Negotiable instruments falling into the wrong hands
4. You are **SUPPORTING THE LOCAL ECONOMY!** Research shows that using the local businesses generates 70% more local economic activity than using the big national companies.
5. **THE OWNERS PERSONAL GUARANTEE**  
Since starting Document Destruction in 2004, we have **NEVER** had a security breach or had a client's private & confidential documents fall into the wrong hands. I know that secure document destruction is vital to your company's survival.
6. You have the opportunity to enroll in the CSR Comprehensive Data Protection and Breach Response Program. This program is explained in detail on the attached pages. Please note this program cost of \$23.95 per month will appear on your shred invoice each month. This program is **OPTIONAL**. You can use our **ONSITE** document shredding service and **NOT** be enrolled in the CSR Comprehensive Data Protection and Breach Response Program.

USE THE HOMETOWN SHREDDER!

**Mike Callihan**

**Owner/Operator**

**4511 Reading Road**

**Cincinnati, OH 45229**

**Cincinnati 513-772-1114**

**Dayton 937-233-2800**

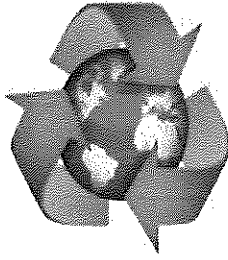
**Lexington 859-276-0086**

[www.docdestruction.com](http://www.docdestruction.com)



THE OFFICIAL DOCUMENT SHREDDER OF THE CINCINNATI REDS

**CAUTION:** This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to [csc@ohio.gov](mailto:csc@ohio.gov) or click the Phish Alert Button if available.



## **Proposal for Shredding Service**

To: Lauren Cavanaugh,

ERTH Systems Shredding is thankful for the opportunity to present this proposal to Warren County Job and Family Services.

Erth Systems Shredding will provide REGULAR SCHEDULED SHREDDING for the following price:

\$40.00 for 5 – 64 Gallon Toters on a monthly service shredded on site.

NO Service fees, NO Fuel Surcharges, NO Contracts.

All materials will be shredded ON-SITE and recycled at a NAID Certified Recycling Center.

We guarantee to beat any competitor's purge box price by 50 cents per box.

We guarantee to beat any competitor's Regular Scheduled Service Price by \$5.00.

Customer will be issued a Document of Destruction upon completion of the shredding.

We appreciate your time and consideration for our company to provide outstanding document destruction service for Warren County Job and Family Services. Please feel free to contact me with any questions or concerns 937-470-2593. Visit our website [www.erthsystemsshredding.com](http://www.erthsystemsshredding.com)

Thank You,

Tom Gaines- Vice President of ERTH Systems Shredding

# Erth Systems Shredding

is Hereby Granted **NAID AAA Certification**  
by the National Association for Information Destruction



*The National Association for Information Destruction (NAID®) is the non-profit trade association recognized globally as the secure data destruction industry's standards setting and oversight body.*

*The certificate holder has met the rigorous requirements of the NAID AAA Certification program and demonstrated through announced and unannounced audits that its security processes, procedures, systems, equipment, and training meet the standards of care required by all known data protection regulations.\**

*As a result, NAID AAA Certification also serves to meet all data controller vendor selection due diligence regulatory requirements.*

*The certificate holder is NAID AAA Certified for the following services and media types:*

- Mobile Operation for Paper/Printed Media & Micro Media Destruction

*Applicable to the following location(s):*

- 20 Bristol Dr, Centerville, OH, 45458 USA

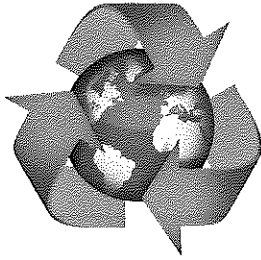
*Valid Through: 31 October 2020*

A handwritten signature in black ink, appearing to read 'R. Johnson', is written over a horizontal line.

*Robert J. Johnson*

*NAID AAA Certification Program Official*

\*NAID AAA Certification specifications are regularly evaluated/amended as necessary and service provider compliance is verified to ensure ongoing conformance with all known data protection regulations including The Privacy Act (Australia), GDPR (Europe), HIPAA, GLBA, FACTA, State-level requirements (USA), and PIPEDA, PIPA, PHIPA (Canada) in their relevant jurisdiction(s), as well as with related risk assessment, incident reporting and data breach reporting procedures and training as required therein or separately.



## **ERTH SYSTEMS SHREDDING**

### **About US**

ERTH Systems Shredding is an AAA NAID Certified and BBB Accredited local family-owned and operated on-site shredding company that specializes in Residential and Business Purge Shredding (no matter how large or small the job) along with regularly scheduled shredding pickups. If you are tired of paying high pricing to shred your confidential documents, call Tim or Tom Gaines (owners) today for unbeatable pricing and impeccable service. With over 20 years experience and acquiring over 1250 customers, Tim and Tom Gaines know how to keep your personal and business documents safe. Our number one priority is keeping our customers happy and their documents securely shredded. We look forward to you becoming our next customer.

### **Our Services**

\*We offer on-site secure paper shredding-regularly scheduled pickups at your facility

\* Single bulk or purge shredding- great for spring cleaning

\*Secure Financial Shredding, Secure Legal Shredding, and Secure Medical Shredding.

### **Our Process**

AT ERTH Systems Shredding, we offer on-site document shredding. Nothing will leave your business until it has been shredded according to NAID and HIPAA requirements.

**STEP 1:** We will install HIPAA compliant containers throughout your facility. We offer 36" executive consoles, desk side containers, 95 and 64 gallon IPL totes free of charge.

**STEP 2:** A bonded, uniformed owner will collect and shred your confidential materials on your premises. If you would like, you are welcome to watch the shredding process.

**STEP 3:** ERTH Systems Shredding will provide you with a Certificate of Destruction after all of your confidential material has been shredded on your premises. Then the materials are taken to a NAID certified recycling center to be recycled for the betterment of our environment.

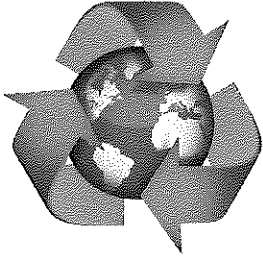
We look forward to doing business with you,

ERTH SYSTEMS SHREDDING,

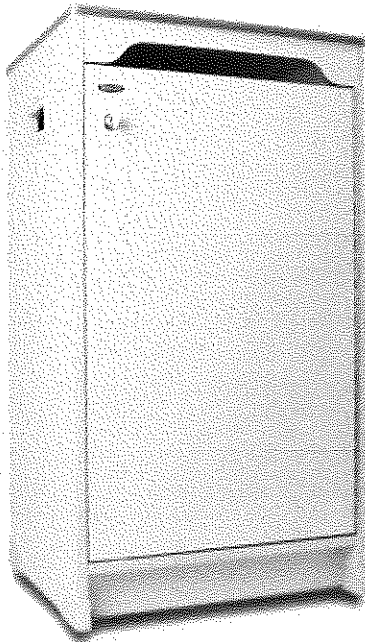
TIM GAINES –President /Owner  
937.401.2173

visit us on the web @ [www.erthsystemsshredding.com](http://www.erthsystemsshredding.com)

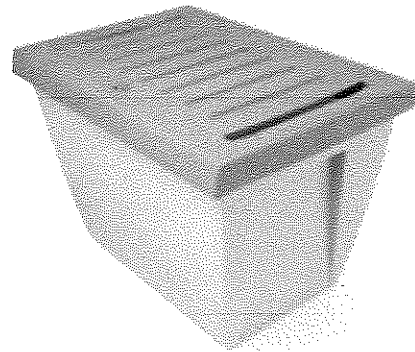




***Our secured carts are made to withstand the rigorous demands of the shredding industry***



***Innovative Regal® security cabinets save you time and money***



***Increase your efficiency with unique solutions like Kilch Enterprises' 11-gallon secure container***

..... ERTH SYSTEMS  SHREDDING .....

TIM GAINES - President/Owner: 937.401.2173  
[www.earthsystemsshredding.com](http://www.earthsystemsshredding.com)



## **Cavanaugh, Lauren V**

---

**From:** Tommy Gaines <gaines4321@yahoo.com>  
**Sent:** Monday, May 11, 2020 11:32 AM  
**To:** Cavanaugh, Lauren V  
**Subject:** Shredding Proposal  
**Attachments:** ERTH Brochure.pdf; NAID Certificate 2019.pdf; shredding proposal.docx

Lauren,

It was a pleasure speaking with you today and we look forward to working with you. I have attached our Company Brochure, NAID Certificate and your Shredding Proposal. Please review and let me know if you have any other questions.

ERTH Systems Shredding  
Tom Gaines  
Vice President  
937-470-2593

**CAUTION:** This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to [csc@ohio.gov](mailto:csc@ohio.gov) or click the Phish Alert Button if available.



**Service Agreement**  
**Effective Date 05/28/2020**

**Service Address:**

Customer/Company Name: Warren County Job and Family Services  
 Address 1: 416 East Street  
 City / State: Lebanon OH  
 Zip: 45036  
 Phone: 513-695-1402  
 Fax:  
 Email: lauren.cavanaugh@jfs.ohio.gov

**Billing Information (if different to service address):**

Billing Contact/Company Name:  
 Address 1:  
 City / State:  
 Zip:  
 Phone:  
 Fax:  
 Email

*Service Fees : Reference Attachment "Service Descriptions" for details*

<b>Service Scheduled:</b> Yes	<b>Service Type:</b> Off-Site	<b>Service Frequency:</b> Every 4 Weeks	<b>Collection Type:</b> Floor		
Minimum Containers (Shred-it provided)		Recurring Additional Containers (Shred-it provided)			
Container Type	Container Quantity	Additional Container Quantity (at the additional container rate)	Total Unit Quantity	Additional Container Rate (for items included in the additional container qty. or for future container additions)	Unit Total Charge
MediumTote(64G/240L)	2	3	5	\$16.75	\$50.25
<b>Minimum Charge (per service)</b>	<b>\$57.50</b>	<b>Total Units</b>	<b>5</b>	<b>Additional Container Charge (per service)</b>	<b>\$50.25</b>
Other Service Fees - Charges based on services & quantities rendered					
Extra Material Pricing (not in Shred-it provided bins)					Unit Rate
Blue Bag					\$31.31
Large Box (> 1.7-3.0 cu.ft.) / (>48-85L)					\$12.00
Large Tote(96G/360L)					\$92.75
MediumTote(64G/240L)					\$61.45
Small Box (≤1.7 cu.ft. / ≤48L)					\$6.00
XL Box (oversized)					\$9.00
<i>*For services rendered beyond the above quantities, the total charge will increase based on the amount of units serviced at the additional container rate, extra material unit rate or the current Shred-it standard list price.</i>					

Customer Service Agreement Notes:

**Service Guarantee:** Shred-it guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Shred-it by written notice to the Account Care department at the address listed below. If Shred-it fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Shred-it in good and usable condition.

**Additional Fees (per service)**

Minimum Charge \$57.50  
 Fuel & Environmental Surcharge Per Monthly Index  
 Recycling Recovery Surcharge Per Monthly Index

**Total Service Fees (Per Service) \* \$107.75**  
**(Additional Fees and applicable Taxes may apply)**

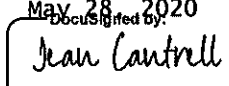
(Extra Material & Ancillary fees may apply)

During the first 12 Months of the Agreement, Shred-it will not increase the above fees  
 Thereafter, fees will not increase by more than 7% Annually

*\*The offer will expire 06/26/2020*

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

**Shred-it:**

Contracting Entity: Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it")  
 Name: **Jean Cantrell**  
 Title: **Sales Executive**  
 Date: **May 28, 2020**  
 Digitally signed by:   
 Signature: 83CC1E65C837434...

**Customer:**

Customer/Company Name: Warren County Job and Family Services  
 Name: **Lauren Cavanaugh**  
 Title:  
 Date:  
 Signature:

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions, which is an integral part of this Agreement.

## TERMS AND CONDITIONS

Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it") with offices at 28161 N. Keith Drive, Lake Forest, IL 60045 ("Shred-it"), and Warren County Job and Family Services with offices at 416 East Street Lebanon OH 45036, ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 28 day of May 2020 (the "Effective Date").

1. **Document Destruction Services.** Shred-it will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Shred-it. Shred-it will: (i) collect the CCM on a regularly scheduled and mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process"). (iii) Shred-it will provide Customer with a Certificate of Destruction if requested by Customer. (iv) Shred-it will recycle or otherwise dispose of the CCM. (v) Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe. Customer shall be liable for and shall indemnify, defend and hold harmless Shred-it and its affiliates from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees resulting from the placement of any prohibited materials in any Equipment. (vi) During the Term, Shred-it shall be the exclusive provider of the Services to Customer at all of its locations.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "**Initial Term**") will begin on the Effective Date set forth above and continue for 60 Months. This Agreement will automatically renew for successive terms of the same duration each, an "**Extension Term**", unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "**Term**". (b) Upon the expiration or termination of this Agreement, Customer shall pay Shred-it all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Shred-it which may include a final pickup fee). (c) Shred-it shall have the right to retrieve its Equipment from Customer wherever located.

3. **Pricing.** Customer shall pay to Shred-it the service fees set forth on page 1 ("Service Fees") which will be fixed for the 12 Months of the Initial Term. Thereafter, Shred-it reserves the right, in its sole discretion, to increase the amount of each Service Fee from time to time. Shred-it will provide notice of any change in the Service Fees to Customer, which notice may be in the form of an invoice. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Shred-it standard list price.

4. **Payment Terms.** Customer shall pay in full each Shred-it invoice within 30 days of the date of such invoice. Any invoiced amounts not received by Shred-it within that timeframe will be subject to an interest charge of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Shred-it for all costs that it incurs in collecting overdue amounts from Customer. Shred-it may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Shred-it's net income). Shred-it will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Shred-it.

5. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at [www.shredit.com](http://www.shredit.com) ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.

6. **Fuel, Energy, Environmental, Recycling Recovery and/or Other Surcharge.** Customer agrees that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental, metro, recycling recovery and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.

7. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in **Section 8** Customer shall promptly pay Shred-it (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

8. **Default and Early Termination for Cause.** Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Shred-it or nonpayment by Customer of amounts rightfully owed to Shred-it or Customer's failure to comply with Shred-it policies related to the Services shall constitute a material breach.

9. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

10. **Confidentiality.** Customer agrees to not disclose to any third parties Shred-it pricing, policies and procedures. Shred-it will keep confidential all CCM and any other confidential information provided to Shred-it in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Shred-it in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Shred-it free of any obligation to keep it confidential prior to receipt of the same from Customer.

11. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

12. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

13. **Equipment.** Customer shall have the care, custody and control of any Equipment owned by Shred-it and placed at Customer's premises and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

14. **Brokers.** Shred-it reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Shred-it that it is acting for its own account and not through a broker or agent. Shred-it shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

15. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Shred-it. (d) Shred-it's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Shred-it as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Shred-it unless agreed to by Shred-it in writing. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.



## Secure Document Destruction

AVAILABLE AS A REGULARLY SCHEDULED SERVICE OR ONE-TIME PURGES.

### Regularly Scheduled Services

- Perfect for day-to-day protection
- Secure consoles come in a variety of styles, and sizes
- Set schedule minimizing document overflow
- On-site collection from your site by Shred-it
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following each service

### One-Time Destruction Services

- Perfect for customers with a one-time need
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following your service



## Hard Drive Destruction

- Physical destruction ensures information is unrecoverable
- Chain of Custody process provides end-to-end security
- Risk-free alternative to stockpiling, erasing, reformatting or degaussing
- Itemized Certificate of Destruction for your files

### Certificate Of Completion

Envelope Id: A44955A9AE0743CAB7442999055607C4	Status: Delivered
Subject: Shredit Agreement For Warren County Job and Family Services	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Disabled	Jean Cantrell
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	jean.cantrell@stericycle.com
	IP Address: 13.108.238.8

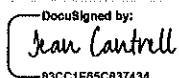
### Record Tracking

Status: Original	Holder: Jean Cantrell	Location: DocuSign
5/28/2020 10:13:17 AM	jean.cantrell@stericycle.com	

### Signer Events

Jean Cantrell  
jean.cantrell@stericycle.com  
Sales Executive  
Stericycle Inc. - Shred it  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
85CC1E85C837434...  
Signature Adoption: Pre-selected Style  
Using IP Address: 65.185.123.66

### Timestamp

Sent: 5/28/2020 10:13:19 AM  
Viewed: 5/28/2020 10:13:29 AM  
Signed: 5/28/2020 10:14:06 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lauren Cavanaugh  
lauren.cavanaugh@jfs.ohio.gov  
Security Level: Email, Account Authentication (None)

Sent: 5/28/2020 10:14:07 AM  
Viewed: 5/28/2020 10:15:52 AM

### Electronic Record and Signature Disclosure:

Accepted: 5/28/2020 10:15:52 AM  
ID: 217d5462-d64f-4c65-8503-39d8d8684484

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2020 10:14:08 AM
Certified Delivered	Security Checked	5/28/2020 10:15:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Stericycle Inc. - Shred it (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Stericycle Inc. - Shred it:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customercare@stericycle.com](mailto:customercare@stericycle.com)

**To advise Stericycle Inc. - Shred it of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Stericycle Inc. - Shred it**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Stericycle Inc. - Shred it**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. - Shred it as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. - Shred it during the course of my relationship with you.

Quotation from Allshred Services

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Date: 12 May 2020

Allshred Contact: Wayne Goodwin

Customer: Warren County JFS

Customer Contact: Lauren Cavanaugh

Address: 416 So East St

City: Lebanon

State: OH

Zip: 45026

Phone #: 513-695-1402

Email: lauren.cavanaugh@jfs.ohio.gov

Type of Service: On-Site

Frequency of Service Needs: Every 4 weeks

**STANDARD CHARGES**

Container Size	Quantity Group	Unit Price	Qty	Price
trip/service charge	1	\$48.85	1	\$48.85
96 gal tote	1	\$15.00	5	\$75.00
total price every 4 weeks				\$123.85
total annual cost for every 4 week service				\$1,610.05

An installation and purge fee of \$48.85 will be charged upon delivery of your totes and will include the purge of up to 10 small boxes of paper.

For occasional purges at time of regular service there will be an additional charge of \$4.00 per small box or \$8.00 per large box. For purges not at time of regular service there will be a trip charge of \$48.85 in addition to the per box charge above.

While the contract is in effect, plastic media and electronics recycling is \$.55 per pound and hard drive destruction is \$9.75 per hard drive or backup tape, offsite only.

While the contract is in effect, lost key replacement is \$40 for each key.

Description of Services: Allshred Services security driver will service totes & pick up boxes of documents; they will go into our shred truck to be shred in front of you. The shreds will then be taken back to our facility the same day. All shreds will be baled and shipped to a USA paper mill where they will be turned back into usable paper products. At the time of invoicing we will issue a Certificate of Destruction for you to keep on file.



## Terms and Conditions

**1.1 - Term.** This Agreement shall commence on the Executed Date set forth below and, unless otherwise terminated in accordance with Section 1.7, or in the event of the execution of a new Agreement, shall continue in effect for twelve (12) months.

**1.2 - Fees and Payments.** All Standard Charges covered by this Agreement shall be as specified above. Standard Charges shall remain in effect for the twelve (12) months of this Agreement. Fees for any service(s) requested by Customer that are not included under the Standard Charges or fees associated with unique business conditions shall be effective only after written notice to Customer. Invoices shall be due and payable within fifteen (15) days from date of invoice.

**1.3 - Surcharges:** The Company reserves the right to apply, increase or decrease Service Charge(s) related to the performance of Services under this Agreement including but not limited to expenses related to fuel, freight, labor or medical costs, fees/surcharges charged by others or changes to local, state, or federal laws, ordinances, or regulations. Any application of such fee(s) shall be effective only after thirty (30) day written notice to Customer.

**1.4 - Right to Rely on Instructions.** Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.

**1.5 - Negotiable Items.** Customer agrees to make Company aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travelers checks, or coupons are to be processed by Company. Company will in response provide service in which Customer will witness the destruction of all such negotiable items.

**1.6 - Limitation of Liability.** Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement not covered under Company's insurance coverage shall not exceed the annual value of the Agreement. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

**1.7 - Termination.** Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within sixty (60) days after written notice from the non-breaching party. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company bins and other property kept at Customer's site, and Company shall have no obligation to provide further Services to Customer.

Please sign, date and return as your authorization for this service to proceed. We can then notify you of a finalized schedule for this service. If your company requires a purchase order, the service will not be scheduled until one is issued.

Wayne Goodwin

\_\_\_\_\_

Information Security Consultant

Customer Approval-Signature

Date 12 May 2020 \_\_\_\_\_

Date \_\_\_\_\_

## **Credit Card Authorization**

Thank you for your confidence in our company. We are requesting a written, signed authorization for credit card payments of invoices. Please complete all of the required information below. We will email a copy of the receipt and the original invoice with a Certificate of Destruction.

\* Please return a copy of this form via email to: [accounting@allshredservices.com](mailto:accounting@allshredservices.com)

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

Name of company giving authorization: \_\_\_\_\_

Name of person giving authorization: \_\_\_\_\_

Title of person giving authorization: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Credit Card Type: \_\_\_ Visa \_\_\_ Master card \_\_\_ Discover \_\_\_ Am Ex

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVC(3 or 4 digit code) \_\_\_\_\_

Billing address of the credit card \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email \_\_\_\_\_

By signing below, above notated customer authorizes Allshred Services, to charge the above credit card for all future invoices.

\_\_\_\_\_  
Signature of Person Authorizing Payment

## **Cavanaugh, Lauren V**

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**From:** Wayne Goodwin <Wgoodwin@allshredservices.com>  
**Sent:** Tuesday, May 12, 2020 10:27 AM  
**To:** Cavanaugh, Lauren V  
**Subject:** Re: Request to quote on document destruction  
**Attachments:** Credit Card Authorization 14 jan 2019.pdf; Warren County JFS, lebanon, 12 May 2020.pdf

Lauren,

Thank you for contacting Allshred Services concerning your need to shred sensitive documents. I have attached your quote and a credit card authorization form. Both need to be filled out and returned to [accounting@allshredservices.com](mailto:accounting@allshredservices.com) with a copy to me at [wgoodwin@allshredservices.com](mailto:wgoodwin@allshredservices.com). You will be invoiced by email after the service(s) is completed. Your card will only be used if invoices are not paid timely or if you designate that this is your preferred method of payment.

If you prefer not to have your credit card information attached to an email, you can simply call me at 419-330-1262 to give the card information to me.

After I receive your signed agreement and preferred payment method, I will contact you to coordinate your service date(s).

On behalf of our Columbus based personnel, we thank you for your business and, if you have any questions regarding this quotation, feel free to contact me.

Wayne goodwin

Allshred Services

c 419-350-1262

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**From:** Lauren.Cavanaugh@jfs.ohio.gov <Lauren.Cavanaugh@jfs.ohio.gov>  
**Sent:** Tuesday, May 12, 2020 9:51 AM  
**To:** Wayne Goodwin <Wgoodwin@allshredservices.com>  
**Subject:** RE: Request to quote on document destruction

Hi Wayne,

No worries. I do not have a special form so if you can just sent me a quote either via email or on a standard form you use that would be great.

Thank you,

*Lauren V. Cavanaugh*

Director  
Warren County Job and Family Services  
[Lauren.Cavanaugh@jfs.ohio.gov](mailto:Lauren.Cavanaugh@jfs.ohio.gov)  
513-695-1402

---

**From:** Wayne Goodwin <Wgoodwin@allshredservices.com>  
**Sent:** Tuesday, May 12, 2020 9:50 AM  
**To:** Cavanaugh, Lauren V <Lauren.Cavanaugh@jfs.ohio.gov>  
**Subject:** Fw: Request to quote on document destruction

Lauren,

I am a little embarrassed, but, please disregard my last email. WE CAN QUOTE YOUR ONSITE RECURRING PAPER SHREDDING NEEDS.

Do you have special quote forms that we need to use or can I just send you a detailed email?

Hope to hear from you soon and STAY SAFE.

Wayne Goodwin  
Allshred Services  
cell 419-350-1262

---

**From:** Wayne Goodwin  
**Sent:** Monday, May 11, 2020 9:43 AM  
**To:** [lauren.cavanaugh@jfs.ohio.gov](mailto:lauren.cavanaugh@jfs.ohio.gov) <[lauren.cavanaugh@jfs.ohio.gov](mailto:lauren.cavanaugh@jfs.ohio.gov)>  
**Subject:** Request to quote on document destruction

Lauren,

Thank you for thinking of Allshred Services for your Onsite document destruction. Since Lebanon is outside of our current service area for Onsite service, we are unable to quote to your request.

Wayne goodwin  
Allshred Services  
c 419-350-1262

**CAUTION:** This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to [csc@ohio.gov](mailto:csc@ohio.gov) or click the Phish Alert Button if available.

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, confidential, and/or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, employee, or agent responsible for delivering this message, please contact the sender by reply e-mail and destroy all copies of the original e-mail message.



**SHRED WITH CONFIDENCE**

# Quotation

Date: May 11, 2020  
 Expiration Date: June 10, 2020

**At Royal Document Destruction (RDD), we offer NAID Certified shredding services to meet the needs of any size company. Whether you require off-site or on-site shredding, we provide customers with peace of mind that all laws and regulations are met.**

Warren County J&FS  
 416 S East Street  
 Lebanon, OH 45036  
 POC: Lauren Cavanaugh  
 513-695-1402  
 lauran.cavanaugh@jfs.ohio.gov

Salesperson	Phone Number	Type of Service	Frequency of Service
Rob Grubaugh	614-867-0460	On-Site	Every 6 Weeks

	Qty	Unit Price	Line Total
<i>On-Site Shredding Purge:</i>			
96 Gallon Totes (5 totes)	5	\$29.50	\$147.50 per service
Or			
96 Gallon Totes (6 totes)	6	\$27.50	\$165.00 per service
Subtotal			TBD
Sales Tax			
Total			TBD

Above quote is based on the estimated number of boxes/paper, total quantity may change with final count. Final charges are based actual quantity serviced. If service is attempted on scheduled day and customer declines service, is not ready for service or is not there a \$30 trip fee will be charged to the customer.

**Notes:** RDD will shred totes on-site every 6 weeks.

Please sign, date and return for authorization of service. A Royal Document Destruction team member will then call you to finalize set up and schedule a date for service.

Thanks,

*Royal Document Destruction*

Rob Grubaugh

Director of Sales

Date: May 11, 2020

\_\_\_\_\_  
 Customer Authorization

\_\_\_\_\_  
 Date

## Cavanaugh, Lauren V

---

**From:** Rob Grubaugh <rob@rddshred.com>  
**Sent:** Monday, May 11, 2020 4:09 PM  
**To:** Cavanaugh, Lauren V  
**Subject:** Document Shredding Quote  
**Attachments:** Warren County J&FS Quote 05112020.pdf; RDD One Sheet 2019.docx

Lauren,

Thanks for speaking with me today. I have included the quote for the every 6 week shredding on-site for both 5 totes and 6 totes. Thanks for working with us on the every 6 week schedule, that will also save 3 services per year which should lower your yearly cost as well.

Let me know if you have any questions. I have included an information sheet on Royal Document for your review as well.

Thanks and stay safe!

**Rob Grubaugh, CSDS** - Director of Sales

### **Royal Document Destruction**

861 B Taylor Road, Gahanna Ohio, 43230

10877 Millington Ct., Cincinnati, Ohio, 45242

614-751-9731 – Office

614-867-0460 – Direct

[www.rddshred.com](http://www.rddshred.com)

*Royal Document Destruction is Columbus' highest rated shredding company. Click [here](#) to see for yourself!*

**CAUTION:** This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to [csc@ohio.gov](mailto:csc@ohio.gov) or click the Phish Alert Button if available.



## Why Choose Royal Document Destruction?

At Royal Document Destruction (RDD), we offer customized shredding services to meet the needs of any size business. For any off-site or on-site mobile shredding, hard-drive or product destruction services, RDD provides customers with the peace of mind that all laws and regulations are fully met.

### We Offer:

#### **-Security-**

Our company exceeds the most rigorous industry requirements for NAID certified, bonded and insured destruction practices.

#### **-Affordability-**

Instead of paying busy employees to sit at a desk shredder, the certified professionals at RDD will customize a highly secure shredding program designed for your needs and budget.

#### **-Convenience-**

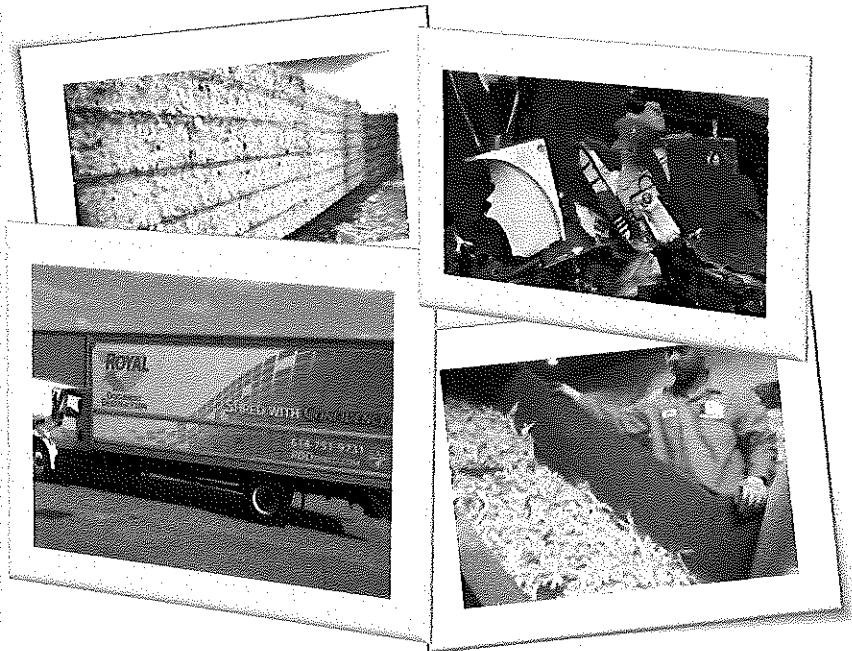
RDD offers 3 different sizes of lockable security containers to fit your needs. Pickups are scheduled as often as you require.

#### **-Peace of Mind-**

Innovative solutions protect businesses from security breaches, corporate fraud, identity theft and more. A Certificate of Destruction is provided for each service for your records.

#### **-Accessibility-**

RDD has two offices in Columbus and Cincinnati, giving us the ability to service businesses throughout Ohio, Kentucky and Indiana. We are locally owned and have been in business almost 25 years.

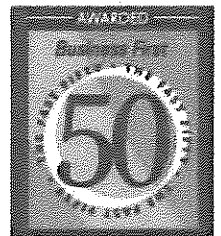


### Our Mission:

Royal Document Destruction provides the highest level of destruction services and security in the industry. We pioneer, innovate and lead our industry in safety, professionalism and security. The highly-trained, trustworthy staff at RDD provides prompt and reliable service. Our steadfast commitment to uncompromised client service allows us to continually exceed our customers' expectations. Shred with confidence!

### Our Awards:

**Inc. 500**



**Call Today for your FREE Estimate!**

**[www.rddshred.com](http://www.rddshred.com)**



**National Association for  
Information Destruction (NAID)  
Certified Shredding Company**

**Royal Document Destruction**

**861 B. Taylor Rd. - Gahanna, Ohio 43230 - 614.751.9731  
10877 Millington Ct. - Cincinnati, Ohio 45242 - 513.870.9355**

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF \_\_\_\_\_

I, MIKE CALLINAN, holding the title and position of OWNER at the firm DOCUMENT DESTRUCTION, 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.

Mike Callinan owner Document Destruction  
AFFIANT

Subscribed and sworn to before me this 18<sup>th</sup> day of JUNE 20 20

Maria D. Martini  
(Notary Public),

Hamilton County.

My commission expires \_\_\_\_\_



MARIA D. MARTINI  
Notary Public, State of Ohio  
My Commission Expires 08-19-2024

# Resolution

Number 20-0883

Adopted Date June 23, 2020

APPROVE AND ENTER INTO A CONTRACT WITH AFFORDABLE LANGUAGE SERVICES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

NOW THEREFORE BE IT RESOLVED, to approve the contract with Affordable Language Services on behalf of Warren County Department of Human Services for interpreting services for client telephone calls and appointments, beginning July 1, 2020 and terminating on June 30, 2022; copy of contract 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 23<sup>rd</sup> day of June 2020.

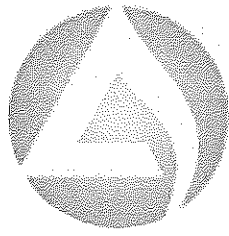
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Affordable Language Services  
Human Services (file)





AFFORDABLE  
**Language**  
SERVICES

The Right Words Mean Everything

## Service Agreement

Prepared Exclusively For

## Warren County JFS

On-Site Interpreting  
Over the Phone Interpreting  
&  
Video Remote Interpreting

June 1, 2020

Cy Zack  
Sr. Account Executive  
O 513.618.0030  
M 513.305.7043  
[cy@affordablelanguages.com](mailto:cy@affordablelanguages.com)

JUN 7 '20 RCVD  
RECEIVED OMS0000



Affordable Language Services is dedicated to our mission of building partnerships, connecting the right people, and making a difference. We have a vision to become the Region's 1<sup>st</sup> Choice Language Service Partner. Long-term client partnerships, excellent service combined with skilled Interpreters and Linguists are critical to achieving the mission and vision of our organization.

Our **core values** reflect our approach to service and underscore important aspects of our business approach.

- **Care Deeply About the Customer Experience & Take Care of the Customer First**
- **Leave no Stone Unturned - Do What We Say We Will Do!!**
- **Pursue Excellence**
- **Be Courageously Candid**

Our desire is to provide a dynamic solution that is acutely tuned to the needs and growth plans of Warren County JFS. We are focused on providing a centralized, holistic system of service that maximizes efficiency, proactively adapts to your needs, and consistently improves your experience.

**SCOPE OF SERVICE (Specific to this Agreement)**

- On-Site Interpreting
- Over the Phone Interpreting (OPI)
- Video Remote Interpreting (VRI)

This agreement is valid for execution through June 20, 2020.

Our proposed Service Agreement, based on current conversations, will be in effect through July 1, 2022. This period is defined as the Initial Term.

This proposal is priced with the understanding that Affordable Language Services will be your first-call or primary provider for Video Remote Interpreting services and Over the Phone Interpreting.



## **Interpreting Services**

Affordable Language Services will provide Warren County JFS with access to Interpreting Services for communication needs. You need to make sure your Warren County JFS Staff can communicate effectively with clients, family members and each other.

We make this process simple with customized solutions:

- **On-Site Interpreter**
  - ✓ Interpreters are vetted to meet defined standards of performance
  - ✓ Warren County JFS will have access to schedule interpreting appointments through a dedicated team at Affordable Language Services as well as credentials for accessing, scheduling and monitoring appointments on our dedicated scheduling platform
  - ✓ Customized reporting is available regarding Interpreter scheduling and usage
- **Telephonic Interpreting (Over-the Phone)**
  - ✓ We provide a dedicated access number with live, over-the-phone language Interpreter services
  - ✓ On-demand access for approximately 175 languages
  - ✓ Remote Interpreters are accessible to Warren County JFS facilities via telephone, via computer web browser, or interface on a mobile device through an app for Android or iOS. Calls are routed to interpreters who specialize in general interpretation
  - ✓ It is possible to create a dedicated Phone # for your facility, creating a customized Quick Access Language List to reflect the top languages requested by locations for Warren County JFS and negating the need for an Access Code
- **Video Remote Interpreting (VRI)**
  - ✓ Video Remote Interpreting can be accessed for American Sign Language as well as spoken needs.



## Qualifications & Requirements

It is important that we pre-determine the qualifications and requirements relative to assigned Interpreters.

The criteria selected will be required for an Interpreter to accept appointments with your facility.

- **BACKGROUND CHECK**

Affordable Language Services requires a background check for all On-Site interpreters

No Requirement

- **DRUG SCREENING**

Affordable Language Services requires a drug screen for all On-Site interpreters

No Requirement

- **MEDICAL**

MMR Vaccine (one-time vaccine)

TB Test (required annually, or chest x ray required every 5 years)

Flu Shot (seasonal, October – April, required annually)

Badge Required

Other: \_\_\_\_\_

No Requirement

- **EDUCATION**

State Testing Training Required

Other: \_\_\_\_\_

No Requirement

- **LEGAL**

Legal Certification Required

▪ This will require interpreters to be formally certified by the state

Legally Qualified

▪ This is for interpreters who have had legal training, but have not completed the formal certification

No Requirement

**Parking on Location:** (select all that may apply)

Free/open to park anywhere

Interpreter must pay

Interpreter must park in certain lot/area (please provide instruction on where)

Need parking sticker/badge





### INVOICING INFORMATION

We want to make sure we provide accurate Invoicing for your organization! Please review the fields below and we will discuss your specific requirements, ensuring your information goes to the right contact with the necessary information all the time!

CUSTOMER INFORMATION			
Company Name: Warren Cnty JFS		Billing Address – please list if different than address on left	
Address: 416 S. East Street		Billing Address:	
City: Lebanon	State: OH	Zip 45036	City: State: Zip
Client Contact for Services: Stacey Newdigate		Client Contact for Billing:	
Phone #: 513-695-1592		Phone #:	
Email Address: Stacey.Newdigate@jfs.ohio.gov		Email Address:	
Fax #: 513-695-4270		Fax #:	
Preferred Method of Payment: ACH or Check <u>gov</u>			
INVOICE FIELDS – Please select if these fields are required to be shown on invoices			
PO Required? <u>yes</u>		Other (please specify):	
Cost Center Code(s) Required?		Other (please specify):	
Case Number Required?		Other (please specify):	
Suite/Department Required?		Other (please specify):	

### ONLINE ACCESS

Please list below any staff that will need online access to our software. There is Basic Access, which will allow job viewing or entry only, or Admin Access, which will allow job viewing and entry, as well as financial and reporting access. The Account Executive can provide training on the software to assist the team.

<input type="checkbox"/> Interpreter Intelligence		<input type="checkbox"/>		<input type="checkbox"/> Plunet	
NAME	PHONE	EMAIL	ACCESS LEVEL	NEEDED	
James Ryan	513-695-1404	James.Ryan@jfs.ohio.gov	<input type="checkbox"/> Basic	<input checked="" type="checkbox"/> Admin	
			<input type="checkbox"/> Basic	<input type="checkbox"/> Admin	
			<input type="checkbox"/> Basic	<input type="checkbox"/> Admin	





**INTERPRETING SERVICES**

**Service Agreement:**

<b>SERVICE On-Site Interpreting</b>	<b>MINIMUM HOURS</b>	<b>REGULAR HOURS</b>	<b>AFTER HOURS &amp; EMERGENT</b>
<b>Consecutive Interpreting</b> • SPANISH • Non-Certified Medical/Other	1	\$48	\$58
<b>Consecutive Interpreting</b> • ALL OTHER LANGUAGES • Non-Certified Medical/Other	2	\$52	\$62
<b>Consecutive Interpreting</b> • AMERICAN SIGN LANGUAGE • Non-Certified Medical/Other	2	\$75	\$85
<b>Team Interpreting</b> • AMERICAN SIGN LANGUAGE • Non-Certified Medical/Other	TBD		
<b>Conference/Simultaneous Interpreting</b>	TBD	TBD	TBD
<b>Parking</b>			
<b>Mileage</b>	Current Federal Rate		

- Regular Hours’ billing rate will be used for all appointments taking place within Business Hours – Monday through Friday 8 AM-5PM
- Emergent and After Hours’ billing rate will apply to all times outside of Business Hours, and will include holidays (New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day)
- Spoken Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged
- American Sign Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged or reserved time whichever is greater
- Rush Fee: if appointment is scheduled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the After Hours’ rate will apply
- If the services are required longer than the minimum billable hour(s), appointment will be billed in 15-minute increments
- Invoicing for On-Site Interpreting is biweekly and submitted electronically
- E-Signatures will be used as verification of Services
- Mileage will be billed for interpreters traveling 20 miles or more one way



**INTERPRETING SERVICES**

**Service Agreement:**

**OVER THE PHONE INTERPRETING (OPI)**

**Pricing**

Language	Rate/Minute
Spanish	\$0.70
All Other Spoken	\$1.05
Scheduled	\$1.80

**VIDEO REMOTE INTERPRETING (VRI)**

**Pricing**

Language	Rate/Minute
Spanish	\$1.20
All Other Spoken	\$1.60
American Sign Language	\$2.05
Scheduled	\$3.00

**OPI/VRI Set-up Fee** \$100

- Tablet/Devices and Tablet Stands Available - Price TBD
- All Scheduled Appointments will be billed for a minimum of 30 Minutes
- 24 Hour Cancellation is required for Scheduled Appointments - if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), Time Reserved will be charged
- OPI/VRI is invoiced monthly and submitted electronically



## Company Terms & Conditions

### 1. DEFINITIONS

“Company” means AFFORDABLE LANGUAGE SERVICES, LTD., including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

“Client” means the party hiring Company including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

### 2. LIMITATION REGARDING RESPONSIBILITY TO CHANGE TRANSLATION WORK

In the case of a translation or transcription, Client agrees to promptly review the work product of Company upon receipt thereof and to notify Company of any errors or omissions in such work product within either seven business days OR one-half the duration of the project (measured from receipt of all source files, approval, and applicable prepayment or purchase order to date of delivery). Failure to raise an objection within this period shall be considered as approval of the work as delivered. Upon timely objection, Company agrees to rectify the following without charge within a reasonable period of time: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any pre-approved glossary (“Non-Subjective Errors”). All changes requested by the Client other than non-subjective errors or omissions will be subject to additional charges.

### 3. PAYMENT, END USER DATA AND PRICING

#### PAYMENT

Payment is due within 30 days from invoice date. Interest will accrue at one and one-half percent (1.5%) per month on any outstanding balances over 30 days past invoice date.

#### END USER DATA

On occasion, not all end user data associated with an OPI/VRI Session may be collected for multiple reasons, including the inability of the caller to provide accurate requested information. Incorrect end user data will not be reason to deny payment for OPI/VRI services rendered.

#### PRICING

Upon the conclusion of the initial term of the agreement, Company can modify pricing associated with its’ services as dictated by business conditions. Such pricing changes must be provided to Client with at least 30 days’ notice.

### 4. NONSOLICITATION

Client shall not at any time and for a period of one year after termination of this contract, directly or indirectly, induce or attempt to influence, contract with, or hire away, any employee or contractor of Company.

Client may avoid this restriction upon payment of a one-time fee of \$5,000.00 provided that before directly hiring any employee or contractor of the company the client must first notify the company of such desire. If the client wishes to pursue hiring any contractor/employee of



company, the client is required to inquire of the company management before any communication, even speaking, to said contractor/employee regarding possible direct employment.

#### 5. CONFIDENTIAL INFORMATION

Company shall take reasonable measures to ensure that all communications which are the subject of any work by Company remain confidential. All employees and contractors used by Company are required to sign a confidentiality agreement and are aware that Client communications are confidential. If either Company or Client receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the request can be challenged or limited in scope by Company or Client, as appropriate.

Client shall not disclose or permit disclosure to any third party of any information concerning either the means or methods of Company's services nor the fees charged for such services, subject to requirement to release records under Ohio Public Records Law.

#### 6. RETENTION OF SOURCE MATERIALS AND WORK PRODUCT

Unless otherwise agreed in writing, Company shall have no obligation to retain file copies of any source materials provided by Client or work product produced by Company but specifically reserves the right to do so at its sole and exclusive option.

#### 7. CLIENT'S DUTIES AND OBLIGATIONS

##### Purpose and Use of Work

Client shall clearly and specifically indicate the purpose and intended use of any work requested from Company as well as any other specifications regarding the services to be delivered by Company, all of which must be agreed to in writing by Company. Specifically, and without limitation, the Client shall indicate whether any documents submitted to Company will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters, depositions, etc., contracts of any nature, advertising, printing or publication. Client shall cooperate with Company when additional information or collaboration is needed and shall accept liability for any delays resulting from a failure to cooperate.

##### Certifications

The Client shall also make known to Company any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e. medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the services to be provided by Company shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications.

##### Responsibility to Review Invoices and Limitation to Dispute Charges



The Client shall be responsible for reviewing invoices for accuracy and disputing any charges within 14 days of receipt of invoice. For any invoice that has already been paid, the Client may request an audit of billed services and necessary corrections to be made for a period of 60 days from the date the payment is received.

#### 8. LIMITATION ON WARRANTIES AND COMPANY'S RESPONSIBILITY FOR DAMAGES

Company's sole obligation with respect to any Non-Subjective Error in its work product is to correct such error at no cost to Client. No liability is assumed by Company for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. Unless otherwise agreed to in writing by the Company, Company MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, including but not limited to the availability or timeliness of the performance of any service.

#### 9. INDEPENDENT CONTRACTOR

The parties agree that Company's relationship to Client is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship.

#### 10. SEVERABILITY

If any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

#### 11. RENEWAL

This agreement will automatically renew for a one-year period upon the conclusion of the Initial Term if neither party provides notification of intent to terminate more than 30 days prior to the end of the term.

#### 12. TERMINATION

Client may terminate services by providing 30 days written notice to Company. Client must pay for any services performed or expenses incurred prior to the termination date, according to the terms in Section 3.



### 13. WAIVER

No waiver of any breach of any provision of the Service Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

### 14. MODIFICATION

Except as to pricing terms of Section 3, above, this Agreement may not be modified or amended except by a written agreement signed by both parties.

### 15. GOVERNING LAW

The Service Agreement shall in all respects be construed in accordance with and governed by the laws of the state of Ohio, without regard to its conflict of laws rules.

### 16. COMPANY'S RELEASE OF INTELLECTUAL PROPERTY RIGHTS

Final release of copyrights or other intellectual property rights for work in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances due to Company.

### 17. ENTIRE AGREEMENT

This agreement includes all attached exhibits, all of which are herein incorporated by reference. This agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by terms outlined in Section 14.



**SIGNATURE**

By signing I agree to have read and agree to all pricing and conditions in this document and to Affordable Language Services Terms and Conditions enclosed:



**Affordable Language Services**

Signature: By Zach  
 Print: By Zach  
 Title: SK. Account Exec.  
 Date: 6/11/2020

**Warren County JFS**

Signature: Lauren V. Cavanaugh  
 Print: Lauren V. Cavanaugh  
 Title: Director  
 Date: 6/5/2020

**WARREN COUNTY COMMISSIONERS**

Signature: David B. Young  
 Print: David B. Young  
 Title: President  
 Date: 6/23/2020

APPROVED AS TO FORM  
Keith W. Anderson  
 Keith W. Anderson  
 Asst. Prosecuting Attorney

REQUEST FOR QUOTES- LANGUAGE TRANSLATION SERVICES 5/28/2020

Language Line	Per Minute All Languages	Per Minute Spanish	Per Minute All of Languages	50% Split Between 2 Languages	
Affordable Languages	\$1.25		\$0.70	\$1.05	\$0.85
Ohio Translation Services- Requested Quote but Never Received					
ASIST Translations- Requested Quote but Never Received					
Farhat Advanced Interpreting- Requested Quote but Never Received					

The agency has selected to change vendor and contract with Affordable Languages. They are a local company and have offered us very competitive pricing.



## Cavanaugh, Lauren V

---

**From:** Cy Zack <cy@affordablelanguages.com>  
**Sent:** Monday, May 11, 2020 10:59 AM  
**To:** Cavanaugh, Lauren V  
**Subject:** RE: Telephonic pricing  
**Attachments:** Languages Available for OPI 2019 (1).docx

Lauren,

I would love to work with you for this service. We are a local, woman-owned business and we currently work with other Warren County offices.

For our service, we cover close to 200 languages and dialects, 24/7/365.

There is a one-time \$100 set up fee then you are billed for what you use. There are not any monthly minimums or maintenance fees.

The cost for Spanish is .70 minute and all other languages are \$1.05/minute; if the time is split 50% between the two your aggregate cost is .85/minute.

I've attached a list of languages we cover.

Let me know if you have any questions and what our next steps would be.

Thanks,  
Cy

**From:** Lauren.Cavanaugh@jfs.ohio.gov <Lauren.Cavanaugh@jfs.ohio.gov>  
**Sent:** Monday, May 11, 2020 10:28 AM  
**To:** Cy Zack <cy@affordablelanguages.com>  
**Subject:** RE: Telephonic pricing

Hi Cy,

We are actually pleased with our current vendor, I am required to get price quotes each time we renew this contract so that is why I am seeking other vendors. We want to ensure that we are getting the best service and most competitive pricing. Our current contract is for a per minute pricing of \$1.25 per minute.

Thank you,

*Lauren V. Cavanaugh*

Director  
Warren County Job and Family Services  
[Lauren.Cavanaugh@jfs.ohio.gov](mailto:Lauren.Cavanaugh@jfs.ohio.gov)  
513-695-1402

**From:** Cy Zack <[cy@affordablelanguages.com](mailto:cy@affordablelanguages.com)>  
**Sent:** Monday, May 11, 2020 10:25 AM  
**To:** Cavanaugh, Lauren V <[Lauren.Cavanaugh@jfs.ohio.gov](mailto:Lauren.Cavanaugh@jfs.ohio.gov)>  
**Subject:** RE: Telephonic pricing

Thanks Lauren. This is very helpful.

It looks like your rate plan is based on volume per month. If you have less than 400 minutes (this is a guess), you pay .80/minute and more than 400 minutes, you pay a different rate? Would this be correct?

Also curious why you are looking for a new provider. What have been some of your pain points?

Cy

**From:** [Lauren.Cavanaugh@jfs.ohio.gov](mailto:Lauren.Cavanaugh@jfs.ohio.gov) <[Lauren.Cavanaugh@jfs.ohio.gov](mailto:Lauren.Cavanaugh@jfs.ohio.gov)>  
**Sent:** Monday, May 11, 2020 10:16 AM  
**To:** Cy Zack <[cy@affordablelanguages.com](mailto:cy@affordablelanguages.com)>  
**Subject:** RE: Telephonic pricing

Hello Cy,

Thank you for your quick response. I put together some numbers which I am hoping is helpful as you put together a proposal. I pulled 4 months of previous invoices with our current vendor to give you an idea of our volume and the languages we encounter the most.

Months	Invoice Amount	Minutes	Total Calls	Average Length of Call in Minutes	Languages	Langu
Jun-19	\$300.50	239	17	14.1	Spanish 41%	Russic 19.2%
Apr-19	\$310.50	247	20	12.4	Spanish 62.3%	Arabic
Mar-19	\$434.25	346	27	12.8	Spanish 37.9%	Arabic
Feb-19	\$1,274.75	436	28	15.6	Uzbek 42.9%	Spani: 38.8%
Jan-19	\$1,278.50	589	37	15.9	Spanish 36.2%	Uzbek

I hope this is helpful,

*Lauren V. Cavanaugh*

Director  
Warren County Job and Family Services  
[Lauren.Cavanaugh@jfs.ohio.gov](mailto:Lauren.Cavanaugh@jfs.ohio.gov)  
513-695-1402

**From:** Cy Zack <[cy@affordablelanguages.com](mailto:cy@affordablelanguages.com)>  
**Sent:** Monday, May 11, 2020 9:49 AM  
**To:** Cavanaugh, Lauren V <[Lauren.Cavanaugh@ifs.ohio.gov](mailto:Lauren.Cavanaugh@ifs.ohio.gov)>  
**Subject:** Telephonic pricing

Lauren,

Thank you for reaching out regarding our telephonic interpreting service. We have a very robust platform that I'm sure can meet your needs.

Before I can put together some pricing, I would like to have a brief conversation with you regarding the languages you encounter and the current use of your language line.

Would you have some time today to connect?

Let me know.

**Cy Zack**  
*Account Executive*  
Cell Phone: 513-305-7043  
Direct Line: 513-618-0030



**ISO 9001-2015 CERTIFIED**  
**WBENC**  
4350 Glendale Milford Rd #230  
Cincinnati, OH 45242  
[www.affordablelanguageservices.com](http://www.affordablelanguageservices.com)

**CAUTION:** This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to [csc@ohio.gov](mailto:csc@ohio.gov) or click the Phish Alert Button if available.

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OVER 200 LANGUAGES FOR OVER-THE-PHONE INTERPRETING

Acehnese **	Chin (Tedim)	Ilocano	Matu **	Sorani (Kurdish) **
Acholi *	Chin (Zo, Zomi)	Ilonggo **	Mbay **	Sousou **
Afghani	Chin (Zophei)	Indonesian	Mende **	Spanish ✓
Afrikaans **	Chinese Cantonese	Italian	Mien *	Swahili
Akan **	Chinese Mandarin	Japanese	Mina **	Swedish
Akateco **	Choujo **	Jarai **	Mixteco (Alto) *	Sylheti **
Albanian	Chuukese *	Jiangsu **	Mixteco (Bajo) **	Tagalog (Filipino)
Amharic	Cotocoli (Tem) **	K'iche' **	Moldovan **	Taiwanese **
Anuak **	Croatian	Kanjobal **	Mongolian	Tajik **
Arabic (Algerian) ✓	Czech	Kannada **	Montenegrin **	Tamil *
Arabic (Egyptian) ✓	Danish *	Karen	More **	Telugu
Arabic (Gulf) ✓	Dari	Karen (Pwo)	Mushunguli **	Temne **
Arabic (Iraqi) ✓	Dinka **	Karenni (Kayah)	Navajo *	Teochew **
Arabic (Jordanian) ✓	Dioula **	Kazakh **	Nepali	Thai
Arabic (Juba) ✓	Dutch	Khmer **	Norwegian **	Tibetan *
Arabic (Levantine) ✓	Edo **	K'iche (Quiche)	Nuer	Tigrinya
Arabic (Modern Standard) ✓	Estonian **	Kikongo **	Oromifa	Toisanese **
Arabic (Moroccan) ✓	Ewe **	Kikuyu **	Pashto	Tongan
Arabic (Sudanese) ✓	Farsi	Kinyamulenge **	Patois (Jamaican)	Tosk **
Arabic (Yemeni) ✓	Finnish **	Kinyarwanda	Pidgin (Cameroonian) **	Trukese/Chuukese
Armenian	Flemish **	Kirundi	Pidgin (Nigerian) **	Turkish
Ashanti **	Foochow (Fuzhou) **	Kissii **	Polish	Twi ✓
Assyrian **	French	Kituba **	Ponapean/Pohnpeian **	Ukrainian ✓
Azeri **	French Canadian	Kizigua (Kizigula) **	Portuguese (Brazilian)	Urdu
Bahasa (Malaysian) **	French Creole	Korean	Portuguese (European)	Uzbek ✓
Bambara **	Fuklenese **	Kosraean **	Portuguese Creole	Vietnamese
Bashkir **	Fulani **	Krahn *	Pulaar **	Visayan **
Basque **	Fulde **	Krio **	Punjabi ✓	Wolof **
Bassa **	Fuzhou **	Kunama **	Q'anjob'al *	Xhosa **
Belarusian **	Ga **	Kurdish	Rohingya	Yiddish **
Bengali	Garre **	Kurdish (Bahdini) **	Romanian	Yoruba
Bosnian	Georgian **	Kurdish (Kurmanji)	Russian ✓	Yup'ik **
Bulgarian *	German	Kurdish (Sorani) *	Samoan **	Zapotec **
Burmese	Greek	Kyrgyz **	Sango **	Zomi **
Cambodian	Guarani **	Lao	Senhang **	Zyphe (Zyphe) **
Cape Verde Creole **	Gujarati	Latvian **	Serbian	Zulu **
Carolinian **	Hainanese **	Lautu **	Shanghainese **	
Catalan **	Haitian Creole	Lingala	Shona **	
Cebuano **	Hakka (Chinese)	Lithuanian *	Sichuan **	
Chaldean **	Harar **	Lorma **	Sicilian **	
Chamorro **	Hassaniya **	Luganda **	Sinhalese *	
Chao-Chow **	Hausa **	Luo **	Siyin **	
Cherokee **	Hebrew *	Maay-Maay	Slovak **	
Chin	Hindi	Macedonian *	Slovene **	
Chin (Falam)	Hmong	Malay	Somali ✓	
Chin (Hakha)	Hokkien **	Malayalam	Somali Bantu	
Chin (Lal)	Hungarian *	Mam *	Soninke **	
Chin (Mizo)	Icelandic **	Mandinka	Soninke (Sarakhole) **	
	Igbo *	Mara **	Soninke (Sarakhole) **	
		Marathi **		
		Marshallese		
		Masalit **		



\* On-demand languages of limited diffusion. Please anticipate longer wait times to connect (5-10 minutes).

\*\* Languages of very limited diffusion. While attempting to connect on-demand is possible, please anticipate much longer wait times. It is strongly recommended to schedule these languages in advance rather than attempting to connect on-demand.

# Master Service Agreement

## Master Service Agreement with

Warren County Job and Family Services

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

### TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by Company (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. This Agreement and each of the Services you choose to receive from the Company will become effective upon the signing by you of this Agreement and the relevant Statement(s) of Work and will continue in effect until terminated under Section 12 ("Termination"). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in **Schedule A** hereto, or to such other address as Customer may specify by giving written notice to Company to [CustomerCare@languageline.com](mailto:CustomerCare@languageline.com). If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on **Schedule A** and must enter into a separate Master Service Agreement with the Company. If Customer wants the Company to identify any such excluded affiliate(s) by a specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will not (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" means (a) information identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Graham-Leach-Bliley, and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, (d) Company pricing for its Services, (e) information or data identified by a Party to the other as being "confidential," and (f) and all of the information provided in any invoices or other documents or in oral communications between the parties relating to the Services. Customer is obligated to inform Company if providing any of the Services would be governed by the GDPR.
- 5. COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are in and outside of the United States (collectively, "Company Personnel"). All Company Personnel are subject to the Company's stringent quality control standards and certification criteria and Company is solely responsible for ensuring that that the terms and conditions of this Agreement are met. Customer hereby consents to the use of all Company Personnel by the Company.

## Master Service Agreement

- 6. RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
- 7. LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- 8. INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one Party resulting in damages to the other Party. Company will not be liable for intellectual property infringement arising merely from the Company's interpretation or translation of Customer communications or documents, respectively. The Company maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
- 9. PUBLICITY.** Customer agrees that the Company may use Customer's name and/or corporate logo on Company's website and marketing materials and upon Company's reasonable request will provide a testimonial regarding Company's Services for use in Company's marketing of its Services.
- 10. ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party.
- 11. ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Statements of Work, shall remain unaffected unless the Parties otherwise agree in a written amendment to this Agreement.
- 12. TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
- 13. ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for

# Master Service Agreement

which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to [customercare@languageline.com](mailto:customercare@languageline.com) with a copy to [contractadministrationteam@languageline.com](mailto:contractadministrationteam@languageline.com), and (b) to Customer at the address or e-mail shown on **Schedule A** for the Operations Contact, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE.** Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 14. ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 15. AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Warren County Job and Family Services	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Print Name:	Bonaventura A. Cavaliere
Title:	CFO

# Master Service Agreement

## Schedule A

Warren County Job and Family Services

### CUSTOMER CONTACT INFORMATION

<b>Operations Contact</b>	<b>Billing Contact</b> <input type="checkbox"/> Same as Operations Contact
Name:	Name:
Title:	Title:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:
Address:	Address:
City, State, Zip:	City, State, Zip:

<b>Tax Exempt Status</b>	
<input type="checkbox"/> No	<input type="checkbox"/> Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

<b>Excluded Affiliates</b> - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates in a separate page(s) and attach to this document.
<b>1ST AFFILIATE - Name:</b>
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
<b>2ND AFFILIATE - Name:</b>
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
<b>3RD AFFILIATE - Name:</b>
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:



# Master Service Agreement

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**Statement of Work  
LanguageLine® Phone<sup>SM</sup> Interpreting**

Warren County Job and Family Services	18085
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This Statement of Work is subject to the Master Service Agreement between you, the Customer ("Customer" or "you") and Language Line Services, Inc. ("Company"). This document is the sole document that reflects pricing for these services, and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

- 1. PRICE PER MINUTE.** Price per minute is based on the language requested. Price per minute does not include international call fees.
- 2. ENROLLMENT AND SETUP PACKAGES**
  - One time setup charge per Customer ..... \$275.00
  - Fee for each subsequent Client Identification Number with corresponding statement ..... \$125.00
- 3. CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number ..... \$100.00
- 4. PLATFORM ACCESS CHARGE.** Platform access per call ..... \$0.25
- 5. LONG DISTANCE DIAL OUT.** Long distance dial out charge applied per dial out (in addition to per minute charges) ..... \$5.00
- 6. PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply. . \$1.75
- 7. FINANCE CHARGE.** Finance charges are applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.
- 8. FCC SURCHARGE AND FEES.** Fees that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
- 9. OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
  - Customized reference and support materials development (per hour) ..... \$179.00
  - Training/awareness assistance (on site per day/per trainer) ..... \$500.00
- 10. OPTIONAL CUSTOMIZED REPORT CONFIGURATION**
  - Report setup (per hour) ..... \$250.00
  - Report maintenance (monthly) ..... \$30.00
- 11. OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME**
  - Applied per appointment ..... \$100.00
  - Cancellation per appointment will be charge \$200 for any missed appointment ..... \$200.00

**Per Minute Usage Fees for LanguageLine® Phone Interpreting**

Language	0-25,000 Monthly Minutes	25,001 – 40,000 Monthly Minutes	40,001 – 60,000 Monthly Minutes	60,001 – 80,000 Monthly Minutes	81,001 + Monthly Minutes
All Languages	\$1.25	\$1.20	\$1.15	\$1.10	\$1.05

The person signing this agreement certifies that such person has read, and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

<b>Warren County Job and Family Services</b>	<b>Language Line Services, Inc.</b>
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Print Name:	Bonaventura A. Cavallere
Title:	CFO

## Cavanaugh, Lauren V

---

**From:** Matthews, Joe <JMatthews@languageline.com>  
**Sent:** Monday, May 11, 2020 11:22 AM  
**To:** Cavanaugh, Lauren V  
**Subject:** Quote/Contract for 2020 - 2021  
**Attachments:** SOW- OPI (Warren County Job and Family Services).docx; Contract – Master Service Agreement (Warren County Job and Family Services).docx

Hi Laruen,

I have attached the latest LanguageLine Solutions contract. Are you able to use the SOW for the quote? This has replaced our previous Attachment A for pricing. Please let me know if you have any questions or if you need any assistance.

Best regards,  
Joe

Joe Matthews  
*Strategic Account Executive*  
**LanguageLine Solutions**  
Phone/Fax: 831-648-7140  
E-mail: [jmatthews@languageline.com](mailto:jmatthews@languageline.com)



NOTE: This e-mail is confidential and is intended only for the recipient(s) listed. Unauthorized use or disclosure of this e-mail or any of the information in it is strictly prohibited. If you are not a listed recipient or someone authorized to receive e-mail on behalf of a listed recipient, please reply to the sender that the e-mail was misdirected and delete the e-mail. Thank you.

**CAUTION:** This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to [csc@ohio.gov](mailto:csc@ohio.gov) or click the Phish Alert Button if available.

## Cavanaugh, Lauren V

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**From:** Svetlana Ball <cyrillico@embarqmail.com>  
**Sent:** Monday, May 11, 2020 9:30 AM  
**To:** Cavanaugh, Lauren V; OTS  
**Subject:** RE: instantaneous language translation services

Lauren,

Please provide additional information about the remote interpreting services your agency received in 2019. Please provide a list of languages that were requested. What is the breakdown of minutes/hours per each language requested per week/month/total for the year?

Did you have any pre-scheduled remote interpreting requests?

What was the wait time on average?

Sincerely,

Svetlana Ball  
Ohio Translation Services, LLC  
Ohiotranslationservices.com

Sent from [Mail](#) for Windows 10

**From:** [OTS](#)  
**Sent:** Monday, May 11, 2020 9:11 AM  
**To:** [Svetlana Ball](#)  
**Subject:** Fwd: New Request a Quote from OTS Website:

Sent from my iPhone

Begin forwarded message:

**From:** Ohio Translation Services <info@ohiotranslationservices.com>  
**Date:** May 11, 2020 at 8:45:20 AM EDT  
**To:** info@ohiotranslationservices.com  
**Subject:** New Request a Quote from OTS Website:  
**Reply-To:** "\"Ohio Translation Services\"" <info@ohiotranslationservices.com>

Fill Out Form Below

**Your Name::** Lauren Cavanaugh

**Email Address::** Lauren.Cavanaugh@jfs.ohio.gov

**Phone Number::** 513-695-1402

**I Need Translation from/into::** Phone Translation Services

**Date Needed::** 06/01/2020

**Special Formatting Needed::**

**Attach a File::**

**Your Message::** Warren County Job and Family Services is seeking a quote for instantaneous language translation services via the phone. We are seeking a quote that includes per minute pricing for these services and a list of available languages. We are looking to enter into a contract that would be effective July 1, 2020- June 30, 2021.

In 2019, the agency spend approximately \$7,000 on language translation services through our current vendor Language Line.

This email was built and sent using [Visual Form Builder](#).



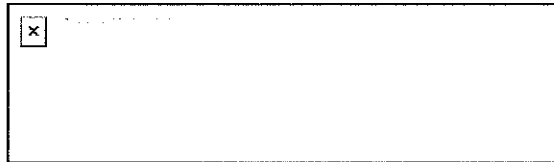
This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

**CAUTION:** This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to [csc@ohio.gov](mailto:csc@ohio.gov) or click the Phish Alert Button if available.

## Cavanaugh, Lauren V

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**From:** ASIST Translation Services <web@asisttranslations.com>  
**Sent:** Monday, May 11, 2020 8:48 AM  
**To:** Cavanaugh, Lauren V  
**Subject:** Thank you for contacting ASIST for your quote!



Thank you for your request! This email confirms that we have received your quote request detailed below.

**About client:** I am a new client  
**Name:** Lauren Cavanaugh  
**Company:** Warren County Job and Family Services  
**Phone:** 513-695-1402  
**Email:** Lauren.Cavanaugh@jfs.ohio.gov

**Translation and  
Localization:**

**Interpreting:**

**Audio-Visual:**

**What languages  
do you need?:** All available languages

**Tell us about your  
project...:** Warren County Job and Family Services is seeking a quote for instantaneous language translation services via the phone. We are seeking a quote that includes per minute pricing for these services and a list of available languages. We are looking to enter into a contract that would be effective July 1, 2020- June 30, 2021.

In 2019, the agency spend approximately \$7,000 on language translation services through our current vendor Language Line.

**Example Files:**

**Promo Code:**

**Please sign me up  
for your  
newsletter:** Unchecked

**Referrer:**

An ASIST Representative will contact you within 24 hours. Feel free to call us at **(614) 451-6744** during weekday business hours (Monday through Friday, 8:00 a.m. to 5:30 p.m. Eastern Time) should you need to expedite your request or speak with a Representative immediately.

*\*Note: If your request is submitted during weekend or holiday hours, you will be contacted the following business day.*

We appreciate the opportunity to provide you with superior Interpreting and Translation Services!

Sincerely,

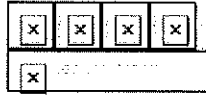
**ASIST Translation Services**

**Customer Service Team**

ph: [\(614\) 451-6744](tel:6144516744)

fax: [\(614\) 451-1349](tel:6144511349)

[Info@ASISTtranslations.com](mailto:Info@ASISTtranslations.com)



[www.ASISTtranslations.com](http://www.ASISTtranslations.com)

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**CAUTION:** This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to [csc@ohio.gov](mailto:csc@ohio.gov) or click the Phish Alert Button if available.

## Cavanaugh, Lauren V

---

**From:** christopher.farhat <christopher.farhat@farhatadvancedinterpreting.com>  
**Sent:** Monday, May 11, 2020 12:30 PM  
**To:** Cavanaugh, Lauren V  
**Subject:** Re: New Message From Farhat Advanced Interpreting

Ms. Lauren,

Thank you so much for reaching out. We have a list of internal languages but are able to get access to some more through a partner that does specifically over the phone interpretation. I just had a couple questions.

Do you happen to know which languages you will be needing (which languages were requested in 2019)?

Is it strictly over the phone interpretation you are looking for or will you be looking for in-person interpretation as well?

I know Language Line has some dynamic pricing but I wanted to check where on the spectrum JFS lied to see how we can best work through that.

Thank you so much again for reaching out, it is truly a pleasure to connect. I hope you have been able to stay safe and healthy during this bit of a crazy time and I look forward to hearing back.

Christopher Farhat

Farhat Advanced Interpreting

----- Original message -----

**From:** Lauren Cavanaugh <mail@farhatadvancedinterpreting.com>  
**Date:** 5/11/20 8:50 AM (GMT-05:00)  
**To:** chris@farhatadvancedinterpreting.com  
**Subject:** New Message From Farhat Advanced Interpreting

Warren County Job and Family Services is seeking a quote for instantaneous language translation services via the phone. We are seeking a quote that includes per minute pricing for these services and a list of available languages. We are looking to enter into a contract that would be effective July 1, 2020- June 30, 2021.

In 2019, the agency spend approximately \$7,000 on language translation services through our current vendor Language Line.

Phone: 513-695-1402

How did you find us?: Internet Search

**CAUTION:** This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to [csc@ohio.gov](mailto:csc@ohio.gov) or click the Phish Alert Button if available.



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Kristi Rejcek, holding the title and position of CFO at the firm Affordable Language Services, 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.

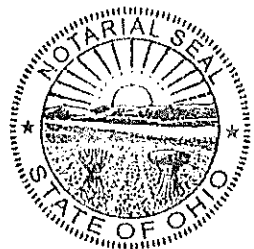
Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Kristi Rejcek  
AFFIANT

Subscribed and sworn to before me this 18th day of June 2020

Dorothy Hogg  
(Notary Public),  
Hamilton County.

My commission expires 10-17 2022



DOROTHY JANE HOGG  
Notary Public, State of Ohio  
My Commission Expires 10-17-2022

# Resolution

Number 20-0884

Adopted Date June 23, 2020

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH INTERFAITH HOSPITALITY NETWORK ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve and enter into a contract with Interfaith Hospitality Network on behalf of Warren County Department of Human Services in the total amount of \$166,000.00 TANF/PRC funds for 7/1/20, ending 6/30/21; contract 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Interfaith Hospitality Network  
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
TANF/PRC SUBGRANT AGREEMENT WITH  
INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY**

**RECITALS:**

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as “Grantor”) and the Interfaith Hospitality Network of Warren County (IHNWC) (hereinafter referred to as “Subgrantee”).

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFA #93.558, Temporary Assistance for Needy Families (TANF), SFY 2021, and Warren County Job and Family Services.

**DEFINITIONS:**

**A. Definitions**

- A. “Grantor” means the Warren County Job and Family Services.
- B. “Subgrantee” means the Interfaith Hospitality Network of Warren County.
- C. “Financial Assistance” means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. “Federal, state and local laws” include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor’s Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term “federal, state and local laws” includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

**THEREFORE, IN CONSIDERATION OF THE MUTAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES**

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

**ARTICLE II. RESPONSIBILITIES OF GRANTOR**

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions,

requirements, and restrictions.

- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

### **ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE**

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, If Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

### **ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT**

- A. This Subgrant Agreement will be in effect from **July 1, 2020 through June 30, 2021** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

**ARTICLE V. AMOUNT OF GRANT/PAYMENTS**

<b>Allocation</b>	<b>Contract Amount</b>	<b>Budget Reference</b>	<b>Award ID/FAIN#</b>	<b>CFDA Number</b>
TANF Administration	\$16,600.00	JFSCTF20/JFSCTF21	1601OHTANF	93.558
TANF Regular	\$150,000.00	JFSCTF20/JFSCTF21	1601OHTANF	93.558

Reimbursement of Sub-recipient’s cost shall be through a Fixed Unit Cost. **The unit cost shall be \$35.00 per client per day rate.** Unit of cost shall be per eligible individual per night that services are provided.

Eligibility is based on a household income at or below 200% of the Federal Poverty Level.

The Sub-recipient will bill the Department based on Fixed Unit Cost for Services Delivered.

Funds available under this agreement may not be used for food. Mileage cannot exceed the county’s established mileage reimbursement rate, currently \$0.50.

**A. This grant is in the total amount of \$166,000.00**

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit B** and shall not exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked “Final”, must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that “Payment of this invoice constitutes complete satisfaction of all of Grantor’s obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice.”

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.

D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:

1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
  - a. Fiscal and accounting procedures;
  - b. Accounting records,
  - c. Internal control over cash, real and personal property, and other assets;
  - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
  - e. Source documentation; and
  - f. Cash management.
2. **Period of Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

## **ARTICLE VI. RECORDS**

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
  - a. Services provided to program participants;
  - b. Administrative cost of services provided to program participants;
  - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
  - d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

## **ARTICLE VII. AUDITS OF SUBGRANTEE**

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subpart E,.500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

## **ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
  - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
  - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91<sup>st</sup> day following the receipt of the notice by the other party.
  - 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
  - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
  - 4. Withhold further awards for the Subgrant activity; or
  - 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
  - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
  - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or

- terminated Subgrant activities;
3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
  4. Perform any other task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

#### **ARTICLE IX. NOTICES**

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 203 E. Warren Street, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### **ARTICLE X. AMENDMENT**

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

#### **ARTICLE XI. ADDENDUM**

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

#### **ARTICLE XII. SUBGRANTS**

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
  1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any



subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.

2. Debarment and Suspension: As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

#### **ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT**

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.

7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any

Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.

20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

#### ARTICLE XIV. MISCELLANEOUS PROVISIONS

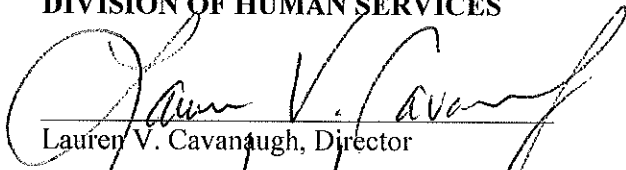
- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

**ARTICLE XV. GOVERNING LAW**

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.


**WARREN COUNTY JFS**

**DIVISION OF HUMAN SERVICES**

  
\_\_\_\_\_  
Lauren V. Cavanaugh, Director  
5/21/2020  
\_\_\_\_\_  
Date


**INTERFAITH HOSPITALITY NETWORK**

**OF WARREN COUNTY**


  
\_\_\_\_\_  
Linda Rabolt, Executive Director  
6-9-2020  
\_\_\_\_\_  
Date

**WARREN COUNTY PROSECUTOR**

Approved as to Form Only

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

**BOARD OF WARREN COUNTY  
COMMISSIONERS**

  
\_\_\_\_\_  
David C. Young, President  
Tiffany Zindel, County Administrator  
\_\_\_\_\_  
Tom Grossmann, Vice President  
\_\_\_\_\_  
Shannon Jones, Member  
6/23/2020  
\_\_\_\_\_  
Date



## Interfaith Hospitality Network of Warren County

203 East Warren Street  
Lebanon, OH 45036 Phone (513) 934-5250  
Connecting people who care with people in need.

May 19, 2020

Ms. Lauren Cavanaugh, Director Warren County Department of Job and Family Services  
Warren County Board of County Commissioners  
416 South East Street  
Lebanon, Ohio 45036

Dear Ms. Cavanaugh, Ms. Jones, Mr. Grossman, and Mr. Young,

Attached please find the Project Narrative as part of the request for funding for the FY 2020-21 TANF/PRC grant for the Interfaith Hospitality Network of Warren County (IHNWC).

IHNWC continues to be blessed to provide the only shelter program for families in Warren County who are without a home. Children continue to be the largest portion of the homeless population in Warren County with the average age of a homeless person being just 6 years old. While we provide the support needed to assist the families to become housed and self-sufficient, almost more importantly, we provide these children, who at no fault of their own are homeless, with nutritious meals, safety, love, and security.

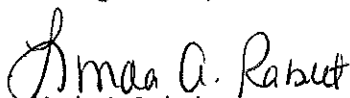
With the presence of COVID-19, our services have become even more important. The families that we serve have extraordinary needs. How can you shelter at home for the safety of the community when you have no home? Most of our families live marginally to begin with. With the onset of COVID-19, many of our families have lost jobs or have had hours cut. Some families were living with other family members and have now been asked to leave for the health and safety of older parents or grandparents.

For these families and the community, IHNWC has found a way to continue to provide shelter and social distancing and still provide the effective program that IHNWC is known for. We continue to provide financial security class, parenting class, life skills class as well as assist our families with job opportunities and housing. All with the goal of being self-sufficient.

I have provided the Fourth Quarter 2019 Statistical Report, the April 2020 Statistical Report, the 2019 Community Impact Report, the April 2020 Financial Report as well as our last two newsletters for your review. On behalf of the Board of Directors of the Interfaith Hospitality Network of Warren County, I thank you for your kind consideration of additional support and share that we will as always be good stewards of these funds.

Should you have any questions or concerns, do not hesitate to contact me.

With gratitude,

  
Linda A. Rabolt  
Executive Director

**Interfaith Hospitality Network of Warren County  
Project Narrative  
PRC/TANF Funding**

Since October 1, 1998, the Interfaith Hospitality Network of Warren County (IHNWC) has provided meals, hospitality, and support for homeless families in Warren County. Our goal is a county where every family has a home, a livelihood and a future full of promise. Our mission is to assist Warren County homeless families to achieve sustainable independence, through a community-based response. In doing so, we want to assure that we maintain the integrity and dignity of the family during this critical time in their lives and we do so by providing a program of accountability and responsibility.

We now find ourselves in challenging times. While our process has always been to provide meals, fellowship and shelter in the local host congregations, with the onset of COVID-19, this has had to stop in order to provide social distance and to uphold the health and safety of the community. Our families now stay in a local hotel and as an agency we have adjusted with our primary goal being the continuance of support to our families. We are so grateful for the continued support of the congregational network as they continue to provide all meals to our families. The IHNWC driver picks up the meals, adhering to social distance from the church volunteers and then drops off the meals to the families at the hotel again, adhering to social distance.

The families continue to adhere to our extremely strict drug testing policy. The families continue to have dedicated case management. The families are required to find employment or if they are employed to keep that employment or find better sustaining employment. The families are assisted in finding appropriate housing. And in addition to all of this, we provide classes that the families are required to participate in. These classes are in Financial Security using the curriculum of Woodforest Bank, Parenting through Dr. Judy Green and Life skills which concentrates on safely navigating in the world of COVID-19. All of this is accomplished through conference call and when technology allows, skype.

Our families are referred for housing assistance through Warren Metropolitan Housing Authority. They are required to sign up for all housing programs to keep a safety net under them if they have additional needs. The families are connected to Warren County Job and Family Services, the Youth Program, Warren County Ohio Means Jobs, Solutions, the Women's Center, and other agencies as their availability allows during the pandemic.

During the period October 1, 1998 through December 31, 2019, IHNWC has provided shelter for a total of 2505 individuals which includes 1439 children and 128 unborn children. We have sheltered a total of 866 families. As of the April 2020 statistical report, we have sheltered a total of 13 families to include 41 individuals of which 25 are children and 18 are children under the age of 6. As of this writing we have 6 families in shelter and expect this number to rise through the summer months and into the rest of the year due to the pandemic. We have housed 5 families since the pandemic began and I expect that we will house an additional 3-5 families by the end of May. IHNWC is dedicated to the extension of our services until the crisis is over.

In January 2002, we began to keep records of how many persons were referred to IHNWC for assistance. During the period January 2002 to December 2019, IHNWC staff has address the questions and concerns of 14,064 persons. While not every person required shelter, we proudly spent time with each referral by providing counsel on how to avoid eviction due to late rent or past due utilities. Many were not aware of other resources in the community that could assist them with other needs. Some needed advice on how to find additional employment or income. We took our time with each person and provided them with the information needed to maintain their self-sufficiency.

As we navigate the challenges that COVID-19 presents, we are dedicated to doing our part to prevent the spread of COVID-19 in the community while continuing to house families in Warren County that need IHNWC the most. The PRC/TANF funds are imperative to the continued success of the Interfaith Hospitality Network of Warren County; especially with the increased needs presented by COVID-19.

Housing families without a home has always been important, but with the onset of COVID-19 it is more important than ever. How can a homeless family shelter at home when they have none? Or adhere to social distance when they are living in an overcrowded home of another? The Interfaith Hospitality Network of Warren County intends to continue to provide shelter to families that need us the most and in doing so provide homeless families in Warren County with the tools that are needed to safely navigate the new normal.



# Interfaith Hospitality Network of Warren County 2019

## Fourth Quarter Program Statistics

<u>Program Completion:</u>	Q4	2019
Families:	7	33
Individuals:	19	97
Children:	12	57
< 6 Years of Age:	6	34
Unborn:	1	9
Born In Shelter:	0	0
<u>Guests Still in Network:</u> December		
Families:	2	N/A
Individuals:	8	N/A
Children:	6	N/A
< 6 Years of Age:	5	N/A
Unborn:	0	N/A
Born In Shelter:	0	N/A
<u>Duration of Stay:</u>		
Avg. Length of Stay:	-	35.9
# of HH leaving in 7 days:	0	0
Individuals:	0	0
<u>Residence prior to</u>		
<u>Homelessness*:</u> December		
Warren County:	6	44
Another part of Ohio:	0	0
Another State:	0	0
<u>Employment*:</u> December		
One parent emp. at enter:	3	9
Secured emp. during stay:	1	15

### QUARTERLY REPORT

<u>Housing at Exit:</u>	Q4	2019
Permanent:	0	5
Transitional:	7	28
Other Shelter:	1	4
Unknown:	0	1
Temporary:	0	0
Family Member:	1	3
<u>Family Composition*:</u> December		
Two Parent Families:	1	11
Single Mothers:	5	30
Single Fathers:	0	2
Other Composition:	0	1
<u>Primary Reason for Homelessness:</u>		
Eviction or Foreclosure:	2	15
Displacement:	2	15
Other:	1	10
Unemployment:	0	2
Health:	1	2
Utilities Unaffordable:	0	0
<u>Source of Income at Exit:</u>		
Employment:	5	25
Unemployment:	0	0
OWF:	1	1
Social Security:	1	7
No Income:	1	3
Child Support:	1	3
Other:	1	3

<u>Secured/Improved @ IHN:</u>	Q4	2019
Education:	0	0
Employment:	3	16
Childcare:	2	12
Dental/ Medical:	0	2
Donations:	6	33
SNAP, OWF etc:	3	18
WIC:	1	9
Other:	7	34
<u>Exited for Non-Compliance:</u>		
Families:	2	5
Individuals:	5	15
Children:	1	10
< 6 Years of Age:	1	4
Unborn:	1	4
Born In Shelter:	0	0
<u>Chose to Leave:</u>		
Families:	0	3
Individuals:	0	7
<u>Racial Background*:</u> December		
African American:	0	14
Asian:	0	0
Caucasian:	15	107
Biracial:	3	4
Latino:	0	2
Native American:	0	0

	<u>Transient Care:</u>	
Adults:	14	121
Children:	14	19

	Q4	2019
Referrals:	294	1168
Bed Nights*:	1053	4456





# Interfaith Hospitality Network of Warren County

## April 2020 Program Statistics

### MONTHLY REPORT

<u>Program Completion:</u>	YTD:	
Families:	3	11
Individuals:	9	36
Children:	5	21
< 6 Years of Age:	2	16
Unborn:	0	2
Born In Shelter:	0	1
<u>Guests Still in Network:</u>		
Families:	2	N/A
Individuals:	5	N/A
Children:	4	N/A
< 6 Years of Age:	2	N/A
Unborn:	0	N/A
Born In Shelter:	0	N/A
<u>Duration of Stay:</u>		
Avg. Length of Stay:	37.3	0.0
# of HH leaving in 7 days:	0	0
Individuals:	0	0
<u>Residence prior to Homelessness*:</u>	April	
Warren County:	5	13
Another part of Ohio:	0	0
Another State:	0	0
<u>Employment*:</u>	April	
One parent emp. at enter:	2	8
Secured emp. during stay:	0	0

<u>Housing at Exit:</u>	YTD:	
Permanent:	2	5
Transitional:	1	6
Other Shelter:	0	0
Unknown:	0	0
Temporary:	0	0
Family Member:	0	0
<u>Family Composition*:</u>	April	
Two Parent Families:	1	4
Single Mothers:	2	7
Single Fathers:	0	0
Other Composition:	2	2
<u>Primary Reason for Homelessness:</u>		
Eviction or Foreclosure:	0	3
Displacement:	4	7
Other:	1	3
Unemployment:	0	0
Health:	0	0
Utilities Unaffordable:	0	0
<u>Source of Income at Exit:</u>		
Employment:	2	8
Unemployment:	0	0
OWF:	0	0
Social Security:	0	0
No Income:	0	1
Child Support:	0	1
Other:	1	1

<u>Secured/Improved @ IHN:</u>	YTD:	
Education:	0	0
Employment:	1	3
Childcare:	0	5
Dental/ Medical:	0	0
Donations:	3	9
SNAP, OWF etc:	0	6
WIC:	0	2
Other:	3	11
<u>Exited for Non-Compliance:</u>		
Families:	0	0
Individuals:	0	0
Children:	0	0
< 6 Years of Age:	0	0
Unborn:	0	0
Born In Shelter:	0	0
<u>Chose to Leave:</u>		
Families:	0	0
Individuals:	0	0
<u>Racial Background*:</u>	April	
African American:	0	0
Asian:	0	0
Caucasian:	14	41
Biracial:	0	0
Latino:	0	0
Native American:	0	0

	<u>Transient Care:</u>	
Adults:	0	22
Children:	0	0

	April:	YTD:
Referrals:	84	263
Bed Nights:	190	725

If blank, haven't received bills yet for that month.

**INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY**  
**Finance Report - April Year-to-Date Comparison**

	<u>2020</u>	<u>2019</u>	<u>Year Over/Under</u>
<b>BALANCE SHEET</b>			
<b>ASSETS</b>			
Current Assets			
Total Checking/Savings	430,535.54	326,863.82	103,671.72
1200 · Accounts Receivable	51,323.30	71,494.77	(20,171.47)
Total Fixed Assets	118,367.83	116,116.70	2,251.13
<b>TOTAL ASSETS</b>	<u>611,526.67</u>	<u>525,775.29</u>	<u>85,751.38</u>
<b>LIABILITIES &amp; EQUITY</b>			
Liabilities			
2020 · LCNB Credit Card	7,588.56	558.09	7,030.47
2110 · Accrued payroll	10,708.00	7,830.00	2,878.00
2140 · SBA PPP loan	63,750.00	-	63,750.00
Total Liabilities	82,283.92	8,592.07	73,691.85
Equity			
3010 · Unrestricted	461,774.61	461,709.00	65.61
- Restricted Equity Dayton Physicians Grant	6,592.00	19,500.10	(12,908.10)
Net Income	60,876.14	35,974.12	24,902.02
Total Equity	529,242.75	517,183.22	12,059.53
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u>611,526.67</u>	<u>525,775.29</u>	<u>85,751.38</u>
	-	-	-
<b>INCOME AND EXPENSES</b>			
	<u>2020</u>	<u>2019</u>	<u>Change</u>
	<u>Year-to-Date</u>	<u>Year-to-Date</u>	
Income			
4014 · COVID-19 Support	36,725.00	-	36,725.00
4015 · Host & Support Churches	8,443.50	12,838.92	(4,395.42)
4016 · Religious Organizations	450.00	1,200.00	(750.00)
4017 · Trust & Foundation	13,901.44	8,565.78	5,335.66
4018 · Companies & Civic Groups	4,438.85	2,088.73	2,350.12
4019 · Individuals	3,135.00	4,530.00	(1,395.00)
4020 · H&H Furniture Ministry	500.00	790.00	(290.00)
Total 4010 · Direct Public Support	67,593.79	30,013.43	37,580.36
4201 · CDBG/EFS Grant	30,171.00	17,165.00	13,006.00
4203 · TANF	32,763.50	56,595.00	(23,831.50)
Total 4200 · Government	62,934.50	73,760.00	(10,825.50)
4300 · United Way	13,424.91	18,842.00	(5,417.09)
4350 · United Way Transient Program	2,375.01	3,333.32	(958.31)
4401 · 5K Fundraiser	7,977.39	5,650.00	2,327.39
Total Income	163,465.91	143,167.87	20,298.04
Expense			
6000 · Simple IRA IHN Contribution	2,604.92	578.00	2,026.92
Total 6560 · Payroll Expenses	62,921.39	61,925.73	995.66
7133 · COVID-19 Expenses	7,104.86	-	7,104.86
Total 7000 · Family Services	30,089.41	32,995.87	(2,906.46)
7132 · Drug Testing	2,042.00	2,928.00	(886.00)
8200 · LCS Transient expenses	1,502.39	1,666.69	(164.30)
Total Expense	103,397.75	104,388.75	(991.00)
Net Ordinary Income/(Loss)	60,068.16	38,779.12	21,289.04
Net Other Income/(Expense)	807.98	(2,805.00)	3,612.98
Net Income	<u>60,876.14</u>	<u>35,974.12</u>	<u>24,902.02</u>

# Interfaith Hospitality Network of Warren County 2019 Community Impact Report

**“A county where every family has a home,  
a livelihood and a future full of promise.”**

Interfaith Hospitality Network opened its doors in Warren County as a community response to family homelessness on October 1, 1998. This endeavor began with ambitious intentions: find sustainable housing solutions for families while preserving and nourishing family bonds – the bonds that are essential to a household. Families and their homes are both uniquely greater than the sum of their parts. In the IHNWC program, it is of paramount importance to preserve the intangible components of the household, and success is truly a community effort. IHNWC works with the community to ensure each family receives the comforts and resources that are commonly sacrificed during the crisis of homelessness. Through 21 years of collaboration between network congregations, the community, and IHNWC the goal has transformed into reality.



**“Our mission is to assist  
Warren County homeless  
families to achieve  
sustainable independence  
through a community  
based response.”**

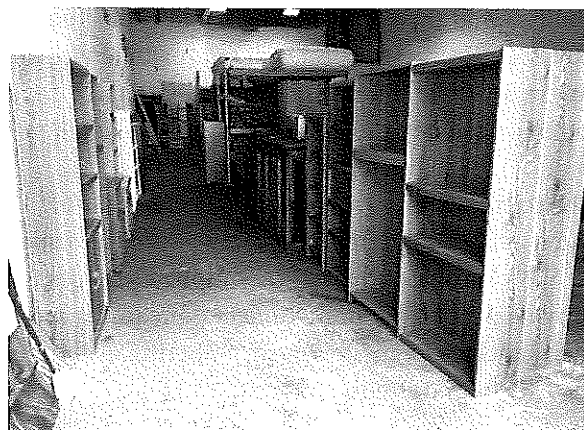
1998 –2019

# Heaven and Hearth Ministry



One of those services is the Heaven and Hearth Furniture Ministry. This service provides household furniture items for anyone in need. The process is simple. The family or individual in need only needs to fill out a referral for the furniture through an organization to be eligible to receive furniture. Once that is completed that individual may come do some community service to receive their furniture. The same day the community service is completed, they may browse to pick out the furniture they need and take it home that day. Heaven and Hearth is always looking for lightly used furniture to be donated. Volunteers from organizations are always welcome to organize the warehouse, clean and help move our families into their new homes. If you have any questions regarding this area please call us at 513-934-5250.

Increased demand demonstrates both Warren County's need for services and IHNWC's ability to evolve to meet the need. The introduction of new services always focuses on better serving the community's homeless families, however some of these services are extended to a broader population. Providing these resources allows IHNWC to improve the quality of living within the community while reducing the chance beneficiaries will need shelter accommodations themselves.



The Interfaith Hospitality Network of Warren County volunteers and staff have teamed up with the Ohio Benefit Bank to prepare free tax returns for local individuals and families. These services are available for individuals earning less than \$65,000.00 annually and households earning less than \$95,000.00 annually. To date, nearly \$2.5 million dollars in returns have been filed at no expense to the Warren County community. **In 2019, a total of 298 households were served to include a total of \$352,669 in federal refunds.**

The Ohio Benefit Bank also enables IHNWC with the ability to submit client applications for State and Federal benefits. This both assists the client and eases the workload of the staff of the Warren County Department of Job and Family Services.

# Warren County Faces Unique Challenges

- ❖ The average age of a homeless Warren County individual is 6 years
- ❖ The average time a family spends in shelter is 45 days
- ❖ Warren County's largest homeless population (over 85%) are families with young children
- ❖ IHNWC is the only family shelter in Warren County.

## Making 21 Years a Reality

For twenty-one years, Warren County families facing the loss of their home have been able to fall back on the services of IHNWC. Volunteers from network host congregations and associated support churches make IHNWC possible; it is their selfless efforts that provide the hospitality IHNWC is known for. These congregations provide shelter, all meals, and volunteer their time to ensure all Warren County families have a safe and secure place to sleep. Many network congregations have support congregations which assist with meal preparations, fellowship, and overnight volunteer duties. Local businesses provide support in numerous ways, including use of their specialized assets, volunteers, and monetary contributions. IHNWC wishes to thank the host and support congregations and coordinators who have made 21 years possible.

### Host Congregations and Coordinators:

Heritage Presbyterian Church: Karen Satterfield, Nick Tymitz, Nelson Kennedy  
Lebanon Presbyterian Church: Robert McLagan  
Lebanon United Methodist Church: Karen Meadows, Pr Matt Wright  
St. Patrick's Episcopal Church: Cathy McCracken  
Resurrection Lutheran Church: Jennifer Keezer  
Sycamore Presbyterian Church: Peggy Jacobs, Barb Davis, Jim & Sue Moore, Alice Cook,  
Jennifer Goepper, Tom & Mary DeVault  
Our Lady of Sorrows: Rita & Tom Kettler  
North Cincinnati Community Church: Cameron Poole  
Springboro First United Methodist Church: Jennifer Fry  
Cobblestone Community Church: Tiffany & Randy Glehls  
New Freedom Church: Kelly Fitzgerald  
Lifehouse Church: Amy Augeri  
Impact Church: Harry Dressler

### Support Congregations and Coordinators:

St. Susanna Church: Mary Jean Overcash, Mason United Methodist Church: Jill Keefe, Sue Wiseman, Hope Church  
Mason: Kris Odom, Compass Christian Church: Kirk Terrell, Grace Baptist Church: Christal Banks, Karen Carter,  
Pleasant Plain Presbyterian: Brenda Dunlap, Lakeview UCC: Ellen Abel, True Kingdom Ministries: Gerri Singletary, St.  
Mary Magdalene: Michael Voshefski, Nexus Church: Helen Ulrich, The Church of Jesus Christ of Latter-day Saints:  
Tiffany Carlisle, Bethany UCC: Julie Smrtnik, Karen Robinson, St. Vincent de Paul of St. Philip's Catholic Church: Paul  
Dillenburger, Janet Hanson, Monroe United Methodist Church: Anne Lapham, Monroe Presbyterian: Sharon Kestermann,  
The River Church: Cindy & Bob Burns, First Church of God: Dawn Little, Springboro United Church of Christ: Dee  
Benbow, Pilgrim South: Rev. Mary Joseph, Rev. Pam Moffat, Red Lion United Methodist Church: Rev. Sandy Vogele,  
Living Water Lutheran Church: Trish Vulgamore

# Staff & Board

An extraordinary amount of extraordinary people work countless hours creating and maintaining what is today's IHNWC, including the following board and staff:

## Board of Directors:

**David Yelton:** President

**Tom Ludeke:** Vice President

**Todd Rockstroh:** Secretary & Chair of the Building and Transportation Committee

**Reverend Mary Joseph:** Chair of the Host Recruitment and Retention Committee

**Paul Dillenburger:** Member

## Advisory Board:

**Carol Spicer:** Chair of the Personnel Committee

**Monica Widdig:** Treasurer

## Staff:

**Nichole Richardson:** Case Manager

**Jesse Taylor:** Day Center Coordinator

**Doug Gilham:** Homeless Crisis Response Program A-M

**Danielle August:** Homeless Crisis Response Program N-Z

**Andrew Rabolt:** Office Assistant, Statistician

**Dave Hawkey:** Driver

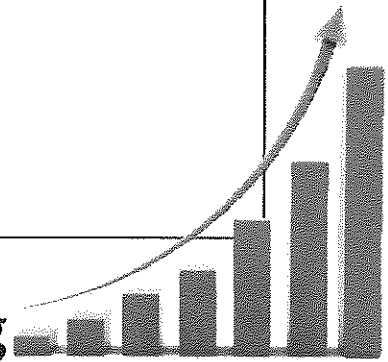
**Josh Beckett:** Driver

**Marianne Duerre:** Special Projects

**Linda Rabolt:** Executive Director

**Margy Yelton:** Volunteer Bookkeeper

## Strategic Planning



The Board of Directors of the Interfaith Hospitality Network of Warren County took on the task of updating our current strategic plan in late 2019. The plan was to determine the best practices for the growth and sustainability of the network. After a vigorous SWOT analysis (strength, weakness, opportunities and threats) the team decided that a good first step was to reinvent the mission and vision statement to give a better understanding of the current work that the network is involved in.

The overall goal is to provide sustainability for the years to come so that IHNWC can continue its high level of care and concern for the families in Warren County that find themselves without a home. Items for discussion include adding to our current network of congregations, growth to a second network, better volunteer engagement and best practices for financial growth and sustainability. Work on the strategic plan will continue into 2020 with the finished product to be provided to all our volunteers and donors by January of 2021.

# Resolution

Number 20-0885

Adopted Date June 23, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A FUNDING APPROVAL/AGREEMENT BETWEEN WARREN COUNTY AND THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT RELATIVE TO THE FISCAL YEAR 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - CARES ACT AMENDMENT

BE IT RESOLVED, to approve and authorize the President of this Board to sign a Funding Approval/Agreement, as attached hereto and made a part hereof, between the Warren County Board of Commissioners and the U.S. Department of Housing & Urban Development relative to the Fiscal Year 2019 Community Development Block Grant (CDBG) Cares Act Amendment; and

BE IT FURTHER RESOLVED, in the event funding is not available from the U.S. Department of Housing & Urban Development, the Warren County Board of Commissioners has no further obligation to fund this Program.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a—US Department of Housing & Urban Development  
OGA (file)  
HUD

**Funding Approval/Agreement**

Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Community Development Block Grant Program

OMB Approval No. 2506-0193  
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Warren County	3a. Grantee's 9-digit Tax ID Number 31600058	3b. Grantee's 9-digit DUNS Number 784327608
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 406 Justice Drive Room 311 Lebanon, OH 45036-	4. Date use of funds may begin 06/12/2020	
	5a. Project/Grant No. 1 B-20-UW-39-0009	6a. Amount Approved \$436,054
	5b. Project/Grant No. 2	6b. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Renee Ryles		Grantee Name (Contractual Organization) Warren County (Warren County)	
Title Acting CPD Director		Title President	
Signature x <i>Renee Ryles</i>	Date (mm/dd/yyyy) 06/12/2020	Signature x <i>[Signature]</i>	Date (mm/dd/yyyy) 06/23/2020

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 06/08/2020	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 06/12/2020	
9c. Date of Start of Program Year 05/01/2020			
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee	FY (2020)	\$436,054	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Warren County 406 Justice Drive Room 311 Lebanon, OH 45036-
12c. Name of Authorized Official for Designated Public Agency	Title
	Signature x <i>[Signature]</i> Keith W. Anderson Asst. Prosecuting Attorney

APPROVED AS TO FORM  
*[Signature]*  
 Keith W. Anderson  
 Asst. Prosecuting Attorney

**HUD Accounting use Only**

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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# Resolution

Number 20-0886

Adopted Date June 23, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO HENRY W. BERGMAN, INC. FOR THE 2020 CHIP SEAL PROJECT

WHEREAS, bids were closed at 9:15 a.m., June 9, 2020, and the bids received were opened and read aloud for the 2020 Chip Seal Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, Henry W. Bergman, Inc., has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to Henry W. Bergman, Inc., 218 E. 9<sup>th</sup> Street, Genoa, Ohio, for a total contract price of \$272,962.76; 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 20-0887

Adopted Date June 23, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH DENNIS AND MARY JO MEDLIN FOR AN EMBANKMENT PROJECT ON WILSON ROAD

WHEREAS, in order to improve the safety of Wilson Road an embankment project is to be constructed and in order to perform the work it is necessary to enter onto the property, parcel #06-15-200-002 located on Pence Jones Road, Waynesville, OH 45068 which is owned by Dennis and Mary Jo Medlin, husband and wife, grantors; and

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

1. Remove trees, and/or brush as necessary to access the site.
2. Place rock channel protection to shore up embankment.
3. Regrade channel to prevent future embankment issues.
4. When weather permits, seed and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Dennis and Mary Jo Medlin, for an embankment project on Wilson, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Medlin, Dennis & Mary Jo  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Dennis Medlin and Mary Jo Medlin, husband and wife, whose tax mailing 9522 Pence-Jones Road, Waynesville, Ohio 45068 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety of Wilson Road an embankment project is to be constructed. In order to stabilize the embankment and related improvements it is necessary to enter onto property owned by Grantors. The subject real estate is located on Pence-Jones Road, Waynesville, Ohio 45068, identified as Parcel #06-15-200-002. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary to access the site.
2. Place rock channel protection to shore up embankment.
3. Regrade channel to prevent future embankment issues.
4. When weather permits, seed and straw any disturbed area.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Wilson Road Bridge #237-1.39 Embankment Stabilization Project or until December 31, 2020, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Dennis Medlin and Mary Jo Medlin, husband and wife, the Grantors herein, has hereunto set their hands on the date stated below.

Grantors: [Signature]  
Signature: \_\_\_\_\_  
Printed Name: Dennis Medlin  
Date: 6-17-2020

Signature: [Signature]  
Printed Name: Mary Jo Medlin  
Date: 6-17-2020

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 17<sup>th</sup> day of JUNE, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Dennis Medlin and Mary Jo Medlin, being the **Grantors** in the foregoing Agreement, and acknowledge the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
02/06/2022  
Recorded in  
Warren County

Notary Public: [Signature]  
My commission expires: 02/06/2022

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G Young, its President on the date stated below, pursuant to Resolution Number 20-0887, dated 6/23/2020

Grantee:

Signature: [Signature]

Printed Name: David G Young

Title: President

Date: 6/23/2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 23 day of June, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G Young, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this 23 day of June, 2020.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]  
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]

Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: [Adam.Nice@warrencountyprosecutor.com](mailto:Adam.Nice@warrencountyprosecutor.com)

# Resolution

Number 20-0888

Adopted Date June 23, 2020

ENTER INTO CONTRACT WITH THE AERO-MARK COMPANY LLC FOR THE 2020 STRIPING PROJECT AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, pursuant to Resolution #20-0796, adopted June 9, 2020, this Board approved a Notice of Intent to Award Contract for the 2020 Striping Project to The Aero-Mark Company LLC., for a total contract price of \$158,909.86; and

WHEREAS, all documentation including, performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with The Aero-Mark Company LLC., for said project, for a total contract price of \$158,909.86; 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH\

cc: c/a—The Aero-Mark Company LLC  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 23<sup>rd</sup> day of June, 2020, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Aero-Mark Inc., 10423 Danner Dr., Streetsboro, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

**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 construction described as follows:

### 2020 STRIPING PROJECT

hereinafter called the project, for the sum of **\$158,909.86, one hundred fifty eight thousand, nine hundred and nine dollars and eighty six cents**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (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 Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by September 30, 2020. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

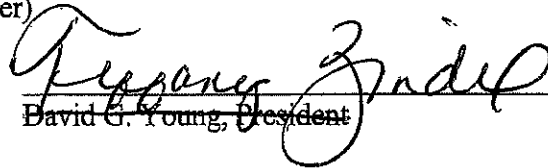
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

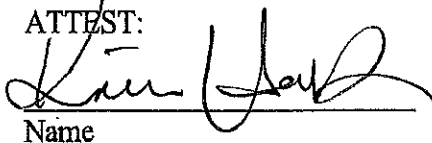
WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

  
David G. Young, President

\_\_\_\_\_  
Tom Grossman, Vice-President

\_\_\_\_\_  
Shannon Jones

ATTEST:

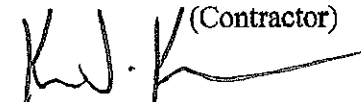
  
Name

(Seal)

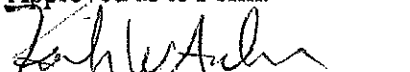
ATTEST:

  
Name

THE AERO-MARK CO., LLC  
(Contractor)

By:   
Name and Title  
Kevin J Krenn, vice president

Approved as to Form:

  
Assistant Prosecutor



# Resolution

Number 20-0889

Adopted Date June 23, 2020

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO SIGN SERVICE AGREEMENT WITH DUKE ENERGY OHIO, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Duke Energy will install new natural gas service to Zoar Tower; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign contract to enter into a service agreement with Duke Energy Ohio, Inc. on behalf of Warren County Telecommunications to provide service for installing new gas line at Zoar Tower; 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Duke Energy Ohio, Inc.  
Telecom (file)

Service Agreement for Installing New Gas Service (Ohio)

This Agreement is entered into this 23 day of JUNE ("Effective Date") by and between the owner of the property listed below ("Owner"), and Duke Energy Ohio, Inc. ("Duke Energy Ohio"), an Ohio corporation. Owner and Duke Energy Ohio shall be referred to individually as a "Party" and collectively as "Parties."

WHEREAS, Owner desires and requests to take natural gas service from Duke Energy Ohio pursuant to the terms of Duke Energy Ohio's tariffs and regulations as filed and approved by the Ohio Public Service Commission; and

WHEREAS Owner desires and requests Duke Energy Ohio to install underground natural gas utility service to the Property pursuant to the terms of Duke Energy Ohio's Service Regulations Section III Tariff P.U.C.O. Gas No. 18, Sheet 22.6 ("Section III"); and

WHEREAS, Duke Energy Ohio is willing to install new underground natural gas service to the Property pursuant to Section III and in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

For purposes of this Agreement, "Property" shall mean the address identified below and shall be the premises on which the gas facilities are located. "Resident" shall mean the party residing on or occupying the Property. Owner and Resident may or may not be the same party.

Pursuant to the terms and conditions of its Commission-approved natural gas tariffs, Duke Energy Ohio agrees to perform the following at no cost to Owner:

1. Install a natural gas service up to 250 feet in length from the gas main to the approved meter location at the Property. The Owner will be billed for each foot of service in excess of 250 feet. When a service is being installed to a new structure, see the Duke Energy - Gas Installers Manual, Section E for Owner's responsibility.
2. Perform restoration work on any hard paving impacted by the installation of the natural gas service. Duke Energy Ohio, its employees, representatives, agents and subcontractors shall not be responsible for soft restoration such as seed, straw, sod, or any type of landscaping.
3. Install a natural gas meter in an approved location at the Property once the Resident has one (1) natural gas appliance ready for use.

Owner agrees to perform the following at no cost to Duke Energy Ohio:

1. Follow all requirements as described in the Duke Energy - Gas Installers Manual, Section E.
2. Clearly mark all privately owned underground infrastructure prior to the installation of the natural gas service (e.g., underground dog fencing, electric for landscape lighting or yard lighting, etc.).
3. Modify or install house piping to the Resident's natural gas appliances as well as to the proposed meter location. (It is strongly recommended that a licensed, qualified plumber perform this work.)
4. Confirm that any existing propane house line and appliances meet natural gas codes. (It is strongly recommended that a licensed, qualified plumber perform this work.)
5. Perform the necessary modifications to existing appliances in order to convert them to natural gas. (It is strongly recommended that a licensed, qualified plumber or appliance technician perform this work.)
6. Remove all propane from any existing house piping prior to Duke Energy Ohio installing the natural gas meter.
7. Call Duke Energy Ohio (513-651-0444) to arrange for a houeline inspection and gas meter installation once all house piping work has been completed.

In signing this Agreement, Owner agrees to use, or to cause Resident to use, natural gas for a minimum term of one (1) year as measured from the date Owner or Resident becomes a customer of Duke Energy Ohio. Owner also agrees to become a Customer, or to cause Resident to become a Customer, of Duke Energy Ohio within 6 months of the completion of the natural gas facilities. Owner/ Customer understands, pursuant to the terms and conditions of Section III, they will be required to pay for any portion of a gas service in excess of 250 feet in length. Duke Energy Ohio shall bill Owner (\$13950.00) for the additional service length. The gas service will not be installed by Duke Energy Ohio until the bill has been paid. Should Owner or Resident fail to become a customer within such 6 month time frame, Owner shall be responsible for the installation cost of the service less than 250 feet (\$4500.00) and Duke Energy Ohio shall bill Owner for such cost. Any exceptions to the 6 month time frame must be approved by Duke Energy Ohio.

All natural gas facilities installed by Duke Energy Ohio shall be owned and maintained by Duke Energy Ohio. Owner hereby authorizes Duke Energy Ohio or its subcontractors to perform any necessary maintenance work required.

Duke Energy Ohio and its employees, representatives, agents, and subcontractors, shall not be responsible for any hazardous substance, contaminant, or pollutant that is on the Property through no fault of Duke Energy Ohio, its employees, representatives, agents and subcontractors.

This Agreement shall be governed by and construed under the laws of the State of Ohio without reference to the conflict of law principles thereof.

Property Address: 804 SR 22 F3

Printed Name of Resident: WARR-N COUNTY Telecom Resident Phone: 573-695-1319

Printed Name of Owner: WARR-N COUNTY BOCC Owner Phone: 513-695-1319

Billing Address: 500 JUSTICE DRIVE Business Phone: \_\_\_\_\_

City: L-BANON, OH State: OH Zip: 45036

Signature of Owner or Agent: [Signature] Date: 6/23/2020

Printed Name of Owner or Agent: David Young Phone: 6123/20

Company Representative Signature: Camille Waller Date: 6/2/20

Printed Name of Company Representative: Camille Waller APPROVED AS TO FORM Number: \_\_\_\_\_

[Signature]  
Adam M. Nice  
Asst. Prosecuting Attorney

# Resolution

Number 20-0890

Adopted Date June 23, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD 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, Subgrant Number 2019-DL-LEF-5827, on behalf of the Greater Warren County Drug Task Force in accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF), as set forth by the Ohio Office of Criminal Justice Services (OCJS), the duly authorized State Agency, as attached hereto and made a part hereof; 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

vsp/

cc: c/a – Ohio Office of Criminal Justice Services  
OGA  
W.C. Drug Task Force (file)  
OCJS  
Auditor's Office – Brenda Quillen



Department of  
Public Safety



Office of Criminal Justice Services

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Thomas J. Siskrath, Director  
Karlton F. Moore, Executive Director

**SUBGRANT AWARD AGREEMENT**

**Subgrant Number: 2019-DL-LEF-5827**

**Title: Greater Warren County Drug Task Force**

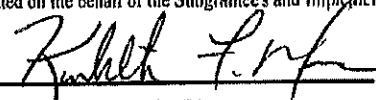
In accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLBF) as enacted by the 127th General Assembly of Ohio in House Bill 562 on September 23, 2008 and as set forth in Ohio Revised Code Section 5502.68 Ohio Drug Law Enforcement Application 2019, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with 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:	07/01/2020 to 06/30/2021		
Closeout Deadline:	08/29/2021		
Award Amounts:	OCJS Funds:	\$146,900.69	75%
	Cash Match:	\$48,966.90	25%
	Inkind Match:	\$0.00	
	Project Total:	\$195,867.59	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.

  
Karlton F. Moore, Executive Director  
Ohio Office of Criminal Justice Services

6/5/20  
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.

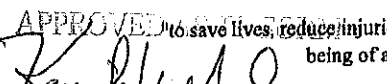
  
County Commissioner - President  
Warren County Commissioners

6/23/2020  
Date

Majors S. Amanath 6/17/20  
Major/Commander Date  
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."

  
Keith W. Anderson  
Asst. Prosecuting Attorney

# Resolution

Number 20-0891

Adopted Date June 23, 2020

## WAIVE SEWER CONNECTION FEES FOR THE VILLAGE OF HARVEYSBURG COMMUNITY GARAGE

WHEREAS, the Village of Harveysburg has an existing maintenance garage located at 79 W. Main Street in Harveysburg that receives water service from the Warren County Water and Sewer Department; and

WHEREAS, the Village of Harveysburg will construct improvements to the existing garage that requires sanitary sewer service from the Warren County Water and Sewer Department; and

WHEREAS, the Village of Harveysburg, on June 15, 2020, provided a written request, that is enclosed with the resolution, to waive the sewer connection fees for the improvements to the garage; and

WHEREAS, it is the desire of this Board to waive the sewer connections fees; and

### NOW THEREFORE BE IT RESOLVED:

1. That the sewer connection fees for the Village of Harveysburg Garage are hereby waived.
2. That the Village of Harveysburg shall be responsible for all costs associated with the extension and connection to the existing sewer lateral.
3. That the connection to the existing lateral shall be coordinated with the Warren County Water and Sewer Department.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
Village of Harveysburg  
Account 901097

# Resolution

Number 20-0892

Adopted Date June 23, 2020

## RESUME WATER DISCONNECTIONS FOR NON-PAYMENT AND PENALTY CHARGES FOR CUSTOMERS IN THE WARREN COUNTY WATER AND SEWER DISTRICT

WHEREAS, on March 31, 2020, Ohio EPA issued a public order banning public water systems from disconnecting water service to customers for reasons of non-payment, thus ensuring access to clean water during the coronavirus outbreak; and

WHEREAS, the Commissioners, recognizing the importance of public water service, on March 24, 2020 adopted Resolution 20-0474 temporarily suspending water disconnections for non-payment and penalty charges for customers; and

WHEREAS, Ohio EPA has begun the process of revoking/terminating the March 31, 2020 order with the termination of the order effective on July 10, 2020; and

NOW THEREFORE BE IT RESOLVED, that the Water and Sewer Department resume implementing late fees with the next appropriate billing cycle and to resume water disconnections beginning July 10, 2020.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Policy file

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

# Resolution

Number 20-0893

Adopted Date June 23, 2020

POST FOR BID OF THE SALE OF VARIOUS SCRAP METAL FOR THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to post for bid of the Sale of Various Scrap Metal for the Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of July 5, 2020; bid opening to be July 21, 2020 @ 9:15 a.m.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)  
OMB

# Resolution

Number 20-0894

Adopted Date June 23, 2020

APPROVE CHANGE ORDER NO. 5 TO THE CONTRACT WITH SEYFERTH BUILDING CO. FOR THE CONSTRUCTION OF THE LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING PROJECT, PURCHASE ORDER NO. 19001035

WHEREAS, this Board on July 30, 2019 entered into a contract with Seyferth Building Co. for the construction of the Lower Little Miami WWTP Sewer Maintenance Building Project; and

WHEREAS, at the recommendation of the Project Engineer, changes have been made to the contract including the addition of aluminum door sweeps to the doors, electrical changes, and lighting changes; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to allow Seyferth Building Company to perform additional work items not contained within the contract; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE BE IT RESOLVED:


1. Approve Change Order No. 5 to the contract with Seyferth Building Co. increase Purchase Order No. 19001035 by \$10,689.00 and creating a new contract and Purchase Order price in the amount of \$3,073,775.00.
2. By said change order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the contract.
3. That the County Administrator is hereby directed to execute and sign Change Order No. 5 of the contract with Seyferth Building Co. for the construction of the Lower Little Miami WWTP Sewer Maintenance Building 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓  
c/a—Seyferth Building Co.  
Water/Sewer (file)  
Project File





Warren County  
Water & Sewer Dept.

CHANGE ORDER

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

DATE: May 29, 2020

Change Order Number 5

Project Name: Lower Little Miami WWTP Sewer Maintenance Building

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Exterior Aluminum Door Sweeps	\$700.00	
2	Recirculation Pump and Auto Water Release	\$3449.00	
3	Range Oven Circuit	\$934.00	
4	Crane Bay Lighting	\$5,606.00	

Sums of the ADDITIONS & DELETIONS

\$10,689.00

\$0

TOTALS FOR THIS CHANGE ORDER

\$10,689.00

Attachments:

- Attachment 1 – Exterior Aluminum Door Sweeps
- Attachment 2 – Recirculation Pump and Auto Water Release
- Attachment 3 – Range Oven Circuit
- Attachment 4 – Crane Bay Lighting

Original contract price \$3,024,300.00 .

Current contract price adjusted by previous change orders \$3,063,086.00.

The Contract price due to this change order will be increased/~~decreased~~.


The New contract price including this change order will be \$3,073,775.00

**I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED**

  
Contractor's Signature

6/10/20  
Date

**Recommended By:**

  
Warren Sanitary Engineer

6/17/2020  
Date

  
Warren County Administrator

6-23-20  
Date

WARREN COUNTY, OHIO  
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 5

**ATTACHMENT 1 – EXTERIOR ALUMINUM DOOR SWEEPS**

# SEYFERTH BUILDING COMPANY

6399 Morgan Road  
Ph. (513) 353-9001

Cleves, Ohio 45002  
Fax (513) 353-2256

May 27, 2020

Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building  
Exterior Aluminum Door Sweeps  
Job 290

Proposal #11

Dear Kathryn,

In regards to the above referenced project, we hereby quote the sum of \$700.00 to furnish and install door sweeps at the exterior bronze aluminum doors since the specs didn't call for sweeps.

We trust the above meets with your needs, and we are proceeding as per your emailed approval.

Sincerely,



Daphne Walter  
Controller

*Where integrity is always at the foundation...*

WARREN COUNTY, OHIO  
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 5

**ATTACHMENT 2 – RECIRCULATION PUMP AND AUTO  
WATER RELEASE**

# SEYFERTH BUILDING COMPANY

6399 Morgan Road  
Ph. (513) 353-9001

Cleves, Ohio 45002  
Fax (513) 353-2256

May 27, 2020

Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building  
Recirculation Pump and Auto Water Release  
Job 290

Proposal #12

Dear Kathryn,

In regards to the above referenced project, we hereby quote the sum of \$3,449.00 to furnish and install conduit, wires and breakers for the Recirculation Pump and Auto Water Release on the Air Compressor as per RFI 29 answer.

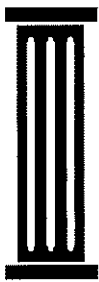
We trust the above meets with your needs.

Sincerely,



Daphne Walter  
Controller

*Where integrity is always at the foundation...*



**SEYFERTH  
BUILDING COMPANY**

6399 Morgan Road  
Cleves, OH 45002  
Voice: (513) 353-9001  
Fax: (513) 353-2256

**Request For Information**

RFI #: 29

Date: 4-28-2020

Number of Pages:1

---

**From:** Daphne Walter

**Project Name:** Lower Little Miami WWTP Maintenance Building

**Re:** Recirculating Pump and Air Compressor Auto-Water Release Power

**Request:**

There is no power provision for the recirculating pump HWP-1, or the Auto-Water Release on the Air Compressor. Please advise.

**Reponse:**

1. Utilize existing spare circuit LP-OM-2: 25 for recirculating pump HWP-1. Provide 2#12, 1#12G, 3/4"C from panelboard to HWP-1. Provide a disconnect at pump.
2. Utilize existing spare circuit LP-OM-1: 23 for the air compressor auto-water release valve. Provide 2#12, 1#12G, 3/4"C from panelboard to valve.

By: Zach Frazier (Arcadis)

WARREN COUNTY, OHIO  
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 5

**ATTACHMENT 3 – RANGE OVEN CIRCUIT**

# SEYFERTH BUILDING COMPANY

6399 Morgan Road  
Ph. (513) 353-9001

Cleves, Ohio 45002  
Fax (513) 353-2256

May 27, 2020

Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building  
Range Oven Circuit  
Job 290

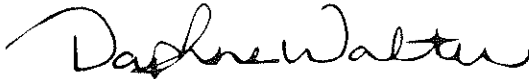
Proposal #13

Dear Kathryn,

In regards to the above referenced project, we hereby quote the sum of \$934.00 to switch the oven circuit from 30 amp to 50 amp so that it accommodates a standard range oven. This work involves a new receptacle, breaker and additional conduit / wire.

We trust the above meets with your needs.

Sincerely,



Daphne Walter  
Controller

*Where integrity is always at the foundation...*



WARREN COUNTY, OHIO  
WATER AND SEWER DEPARTMENT

**LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING**

**CHANGE ORDER NO. 5**

**ATTACHMENT 4 – CRANE BAY LIGHTING**

# SEYFERTH BUILDING COMPANY

6399 Morgan Road  
Ph. (513) 353-9001

Cleves, Ohio 45002  
Fax (513) 353-2256

May 27, 2020

Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building  
Crane Bay Lighting  
Job 290

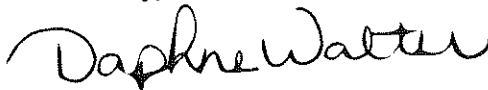
Proposal #14

Dear Kathryn,

In regards to the above referenced project, we hereby quote the sum of \$5,606.00 to furnish install additional lighting in the Crane Bay as per Owner request. This involves six SEAL4-5N/D10 vapor proof fixtures along with conduit and wiring. They would be installed two fixtures per bay as per the attached sketch.

We trust the above meets with your needs.

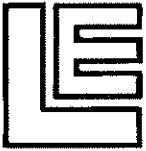
Sincerely,



Daphne Walter  
Controller

ENCL:  
Sketch  
Fixture Cut Sheets

*Where integrity is always at the foundation...*



**LAKE ERIE ELECTRIC**  
Contractors - Engineers  
360 Industrial Drive  
FRANKLIN, OHIO 45005  
(937) 743-1220

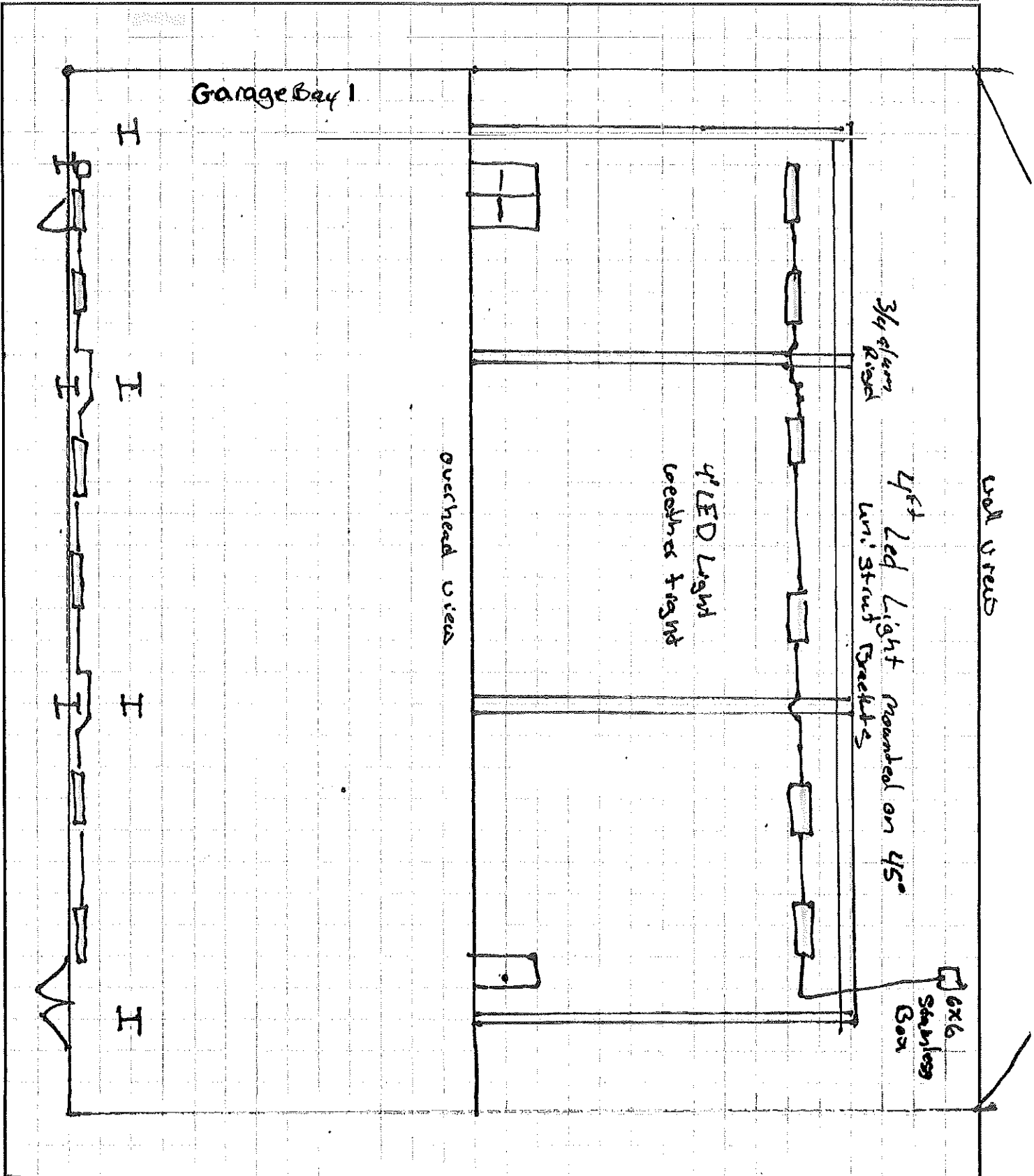
JOB \_\_\_\_\_

SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_

CALCULATED BY \_\_\_\_\_ DATE \_\_\_\_\_

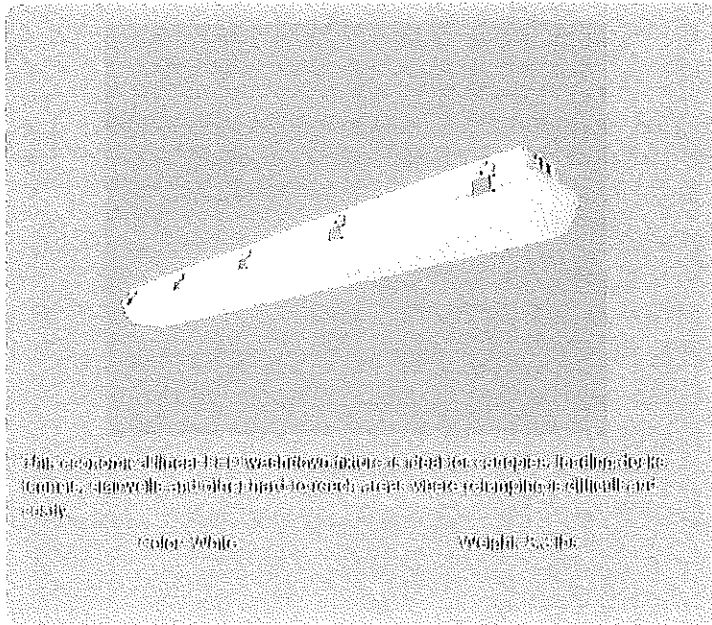
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

SCALE \_\_\_\_\_



# SEAL4-50N/D10

RAB | Indoor



**Project:**

**Type:**

**Prepared By:**

**Date:**

**Driver Info**

Type	Constant Current
120V	0.44A
208V	0.26A
240V	0.23A
277V	0.19A
Input Watts	48.40W
Efficiency	N/A

**LED Info**

Watts	50.00W
Color Temp	4000K (Neutral)
Color Accuracy	84 CRI
L70 Lifespan	50,000
Lumens	5,718
Efficacy	118.1 LPW

**Technical Specifications**

**Listings**

**UL Listing:**

Suitable for wet locations

**IESNA LM-79 & LM-80 Testing:**

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

**DLC Listed:**

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. DLC Product Code: P5AQEEXS

**LED Characteristics**

**LEDs:**

Long-life, high-efficacy surface-mount LEDs

**Lifespan:**

50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

**Color Uniformity:**

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

**Construction**

**IP Rating:**

Ingress Protection rating of IP65 for dust and water (suitable for damp locations only when installed)

**Housing:**

Impact-resistant polycarbonate with stainless steel door clips. 1/2" opening/ drill out (drill out by customer) for conduit and bushing/cord entry.

**Mounting:**

Quick-mount, stainless steel snap on brackets supplied for surface mounting. V-Hook brackets supplied standard for suspending the fixture.

**Lens:**

Diffuse polycarbonate lens for low glare and maximum protection

**Gaskets:**

High-temperature silicone gaskets

**Cold Weather Starting:**

The minimum starting temperature is -20°C (-4°F)

**Maximum Ambient Temperature:**

Suitable for use in 40°C (104°F)

**Installation:**

Tether Cables are provided for easy installation. Quick connector may be used for quick and easy wiring.

**Green Technology:**

Mercury and UV free. RoHS-compliant components.

**Finish:**

Formulated for high durability and long-lasting color

**Other**

**5 Yr Limited Warranty:**

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

**Equivalency :**

Equivalent to 32W 2 Lamp T8

**Buy American Act Compliance:**

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

\$92 EA

# SEAL4-50N/D10

RAB | Indoor

with Lightcloud Sensor)

## Technical Specifications (continued)

### Electrical

#### Driver:

Constant Current, Class 2, 120-277V, 50/60Hz,  
120V: 0.44A, 208V: 0.26A, 240V: 0.23A, 277V:  
0.19A

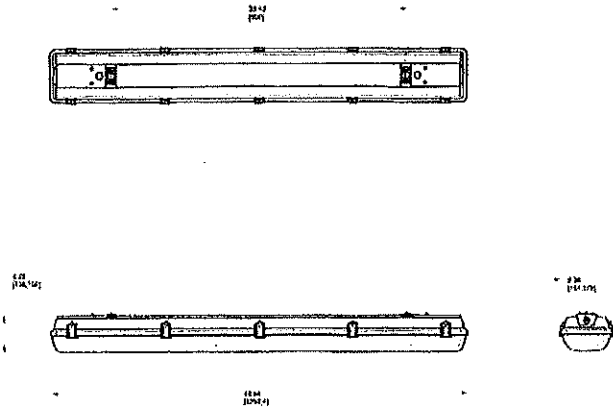
### THD:

8.6% at 120V, 11.6% at 277V

### Power Factor:

99.5% at 120V, 97.2% at 277V

## Dimensions



## Features

- Economical linear washdown solution
- Impact resistant polycarbonate housing
- Diffuse polycarbonate lens for protection and minimal glare
- Quick mount solutions - surface & suspended
- 0-10V dimming

## Ordering Matrix

Family	Length	Wattage	Color Temp	Driver	Options
SEAL	4	50	N	/D10	
	4 = 4 ft 8 = 8 ft	25 = 25W 50 = 50W 100 = 100W	Blank = 5000K (Cool) N = 4000K (Neutral)	/D10 = 0-10V Dimming 120-277V	Blank = No Option /LC = Lightcloud® Controller /LCS = Lightcloud® Sensor 120-277V †

† Suitable for damp locations only.

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

# Resolution

Number 20-0895

Adopted Date June 23, 2020

APPROVE CHANGE ORDER NO. 3 TO THE CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE CONSTRUCTION OF THE 2019 WELL REDEVELOPMENT PROJECT, PURCHASE ORDER NO. 19001669

WHEREAS, this Board on January 07, 2020 entered into a contract with Moody's of Dayton, Inc. for the construction of the 2019 Well Redevelopment Project; and

WHEREAS, upon removal, disassembly, and inspection of East Well Field Pump 1 it was discovered that various parts of the column pipe, pump, and motor need replaced required due to age, long run time and deterioration of pump; and

WHEREAS, installation of insulation is needed for the modified sections of the discharge piping for East Well Field Wells No. 1 and No. 9 and Sod Farm Well Field Well No. 4 to prevent freezing of the pipes during the winter; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to allow Moody's of Dayton, Inc. to perform additional work items not contained within the contract; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE BE IT RESOLVED:

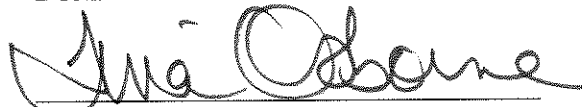
1. Approve Change Order No. 3 to the Contract with Moody's of Dayton, Inc. increase Purchase Order No. 19001669 by \$18,506.00 and creating a new contract and purchase order price in the amount of \$394,645.00.
2. By said change order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the contract.
3. That the County Administrator is hereby directed to execute and sign Change Order No.3 of the contract with Moody's of Dayton, Inc. for the construction of the 2019 Well Redevelopment 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
c/a—Moody's of Dayton, Inc.

Water/Sewer (file)  
Project file



Warren County  
Water & Sewer Dept.

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

CHANGE ORDER

DATE: June 10, 2020

Change Order Number 3  
Project Name: 2019 Well Redevelopment Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	<b>East Wellfield Well No. 1 Repairs</b> Provide all necessary labor, materials, and equipment to repair, replace, or rehabilitate the flowing: <ul style="list-style-type: none"> <li>New stainless steel shafting</li> <li>Replace spider bearings</li> <li>Replace wear rings</li> <li>New pump bearings</li> <li>New motor bearings</li> </ul>	\$13,138.00	
2	<b>East Wellfield Well No. 1 Column Pipe Painting</b> Non Preform the painting of the column pipe due to epoxy on pipe being in good condition.		\$420.00
3	<b>Well Discharge Pipe Insulation</b> Provide all necessary labor, materials, and equipment to install a new installation on various sections of PWE-1, PWE-9, and PWS-4	\$5,788.00	
Sums of the ADDITIONS & DELETIONS		\$18,926.00	\$420.00
TOTALS FOR THIS CHANGE ORDER		\$18,506.00	

Attachments:

- Attachment 1 – PWE-1 Pump Rebuild
- Attachment 2 – Well Discharge Pipe Insulation

Original contract price \$318,827.00 .  
 Current contract price adjusted by previous change orders \$376,139.00.  
 The Contract price due to this change order will be increased/~~decreased~~.  
 The New contract price including this change order will be \$394,645.00.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

[Signature]  
Contractor's Signature

6/11/20  
Date

Recommended By:  
[Signature]  
Warren Sanitary Engineer

6/15/2020  
Date

[Signature] 6-23-20  
Warren County Commissioner  
County Administrator

Warren County Commissioner Date

Warren County Commissioner Date



WARREN COUNTY, OHIO  
WATER AND SEWER DEPARTMENT

2019 Well Redevelopment

CHANGE ORDER NO. 3

**ATTACHMENT 1 – PWE-1 PUMP REBUILD**

# MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD  
MIAMISBURG, OHIO 45342-1231  
PHONE AC 937-859-4482  
FAX AC 937-859-4522  
[www.moodysofdayton.com](http://www.moodysofdayton.com)

May 14, 2020

Warren County Water and Sewer  
406 Justice Drive  
Lebanon, OH 45036

Subject: PWE 1 Pump Rebuild

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the column pipe, shafting, and bowl assembly for PWE 1. The column pipe for PWE 1 is in good condition and does not need to be repainted. The shafting is made of carbon steel and is extremely pitted, and there are three different sizes of shaft in the setting. Moody's recommends replacing it with new stainless steel shafting that is a smaller diameter. Moody's also recommends replacing the spider bearings for PWE-1. The existing spider bearings have very large hubs- especially considering the column pipe is only 6 inches in diameter. Installing new bearings with a smaller hub size will significantly increase the open flow area in your column pipe.

After teardown and inspection, Moody's found that the pump showed severe signs of wear and was completely plugged with iron. The bowl assembly can be rebuilt but needs new wear rings and bearings to bring the bowl to original specifications. The impellers are in fair condition and can be re-used, but need repairs in the shop. The motor also needs new bearings. The following is the cost to replace the shafting, rebuild the pump, and rebuild the motor:

## LABOR

30 Hrs Shop labor- straighten shafting, replace bearings,  
Replace wear rings, repair impellers.. @ \$90/hr ..... \$ 2,700.00

## MATERIALS

1 Ls	New stainless steel shafting.....	\$ 2,148.00
1 Ls	New spider bearings.....	\$ 750.00
1 Ls	New wear rings.....	\$ 2,720.00
1 Ls	Epoxy coat column pipe @ \$9.34/ft (DEDUCT).....	\$ -420.00
1 Ls	New pump bearings.....	\$ 2,270.00
1 Ls	New motor bearings.....	<u>\$ 2,550.00</u>
<b>TOTAL COST</b>		<b>\$12,718.00</b>

If you have any questions, please do not hesitate to call.

Thank you for the opportunity to serve Warren County.

Sincerely,

Jim Free  
Geologist

WARREN COUNTY, OHIO  
WATER AND SEWER DEPARTMENT

2019 Well Redevelopment

CHANGE ORDER NO. 3

**ATTACHMENT 2 – WELL DISCHARGE PIPE INSULATION**

**REQUEST FOR CHANGE ORDER PROPOSAL**

Date: June 4, 2020

Contractor: Moody's of Dayton  
4359 Infirmary Road  
Miamisburg, OH 45342

Project Name: 2019 Well Redevelopment Project

Change Order Proposal: Well Discharge Pipe Insulation

**NOTE TO CONTRACTOR:** Please submit a detailed Change Order Proposal per the General Conditions for the proposed modifications to the Contract Documents below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER FOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED.**

**SCOPE OF WORK:**

Installation of insulation on portions of three production wells, PWE-1, PWE-9, and PWS-4. Please see the attached Figures for the exact portions of the production wells to be insulated.

**REASON FOR CHANGE PROPOSAL:**

Wells need to be insulated to prevent freezing in the winter.

Request for Change Order Proposal #1

Proposal Cost

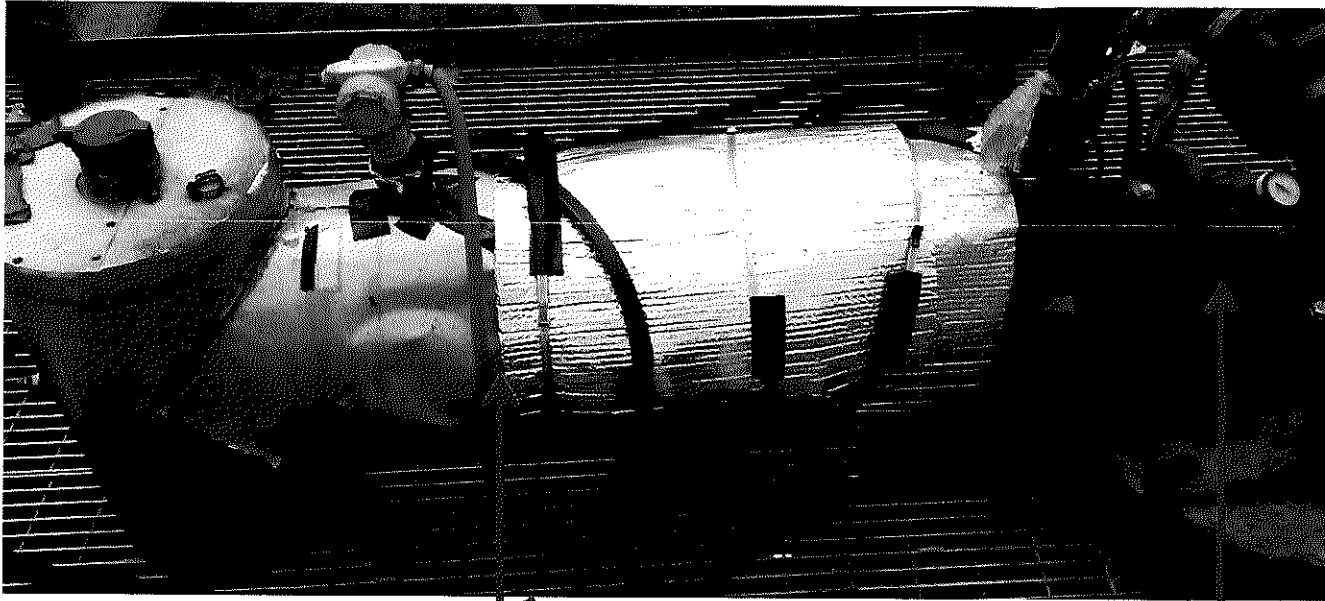
Item	Description	Cost
1	<p><b><u>PWE-1 Insulation</u></b></p> <ul style="list-style-type: none"> <li>- Provide and Install 3.5' of insulation (OD: 15", ID: 11") including metal cover.</li> <li>- Provide and Install 6' of insulation (OD: 10", ID: 7.5") including metal cover.</li> </ul>	\$1,960. <sup>00</sup>
2	<p><b><u>PWE-9 Insulation</u></b></p> <ul style="list-style-type: none"> <li>- Provide and Install 1'-3" of insulation (match existing diameter) including metal cover.</li> <li>- Provide and Install 7' of insulation (OD: 12", ID: 9") including metal cover.</li> </ul>	\$1,005. <sup>00</sup>
3	<p><b><u>PWS-4 Insulation</u></b></p> <ul style="list-style-type: none"> <li>- Provide and install 7' of insulation (OD: 18", ID: 14") including metal cover.</li> <li>- Provide and install 3' of insulation (OD: 18", ID: 14") including metal cover.</li> <li>- Provide and install 5' of insulation (OD: 18", ID: 14") including metal cover, part of this section was damaged during construction</li> </ul>	\$2,915. <sup>00</sup>
<b>Total Cost</b>		\$5,880. <sup>00</sup>

Cost based on 20% mark-up on materials; contract allows for 15% mark-up. Cost to be lowered by \$9200 per emails on 6/10/2020. Cost for change order to be \$5788.00

Kathryn R. Gilbert 6/10/2020

# FIGURE 1

## PWE-1

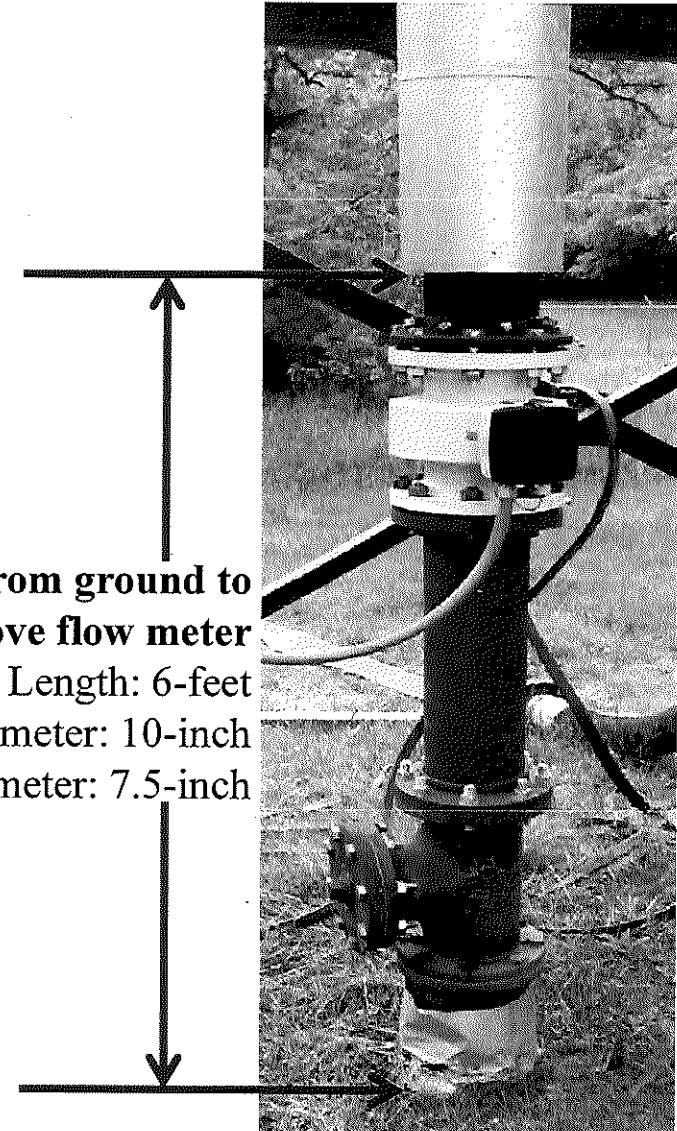


**New insulation from pump  
discharge to the tee**

Length: 3.5-feet

Existing Outer Diameter: 15-inch

Existing Inner Diameter: 11-inch



**New insulation from ground to  
just above flow meter**

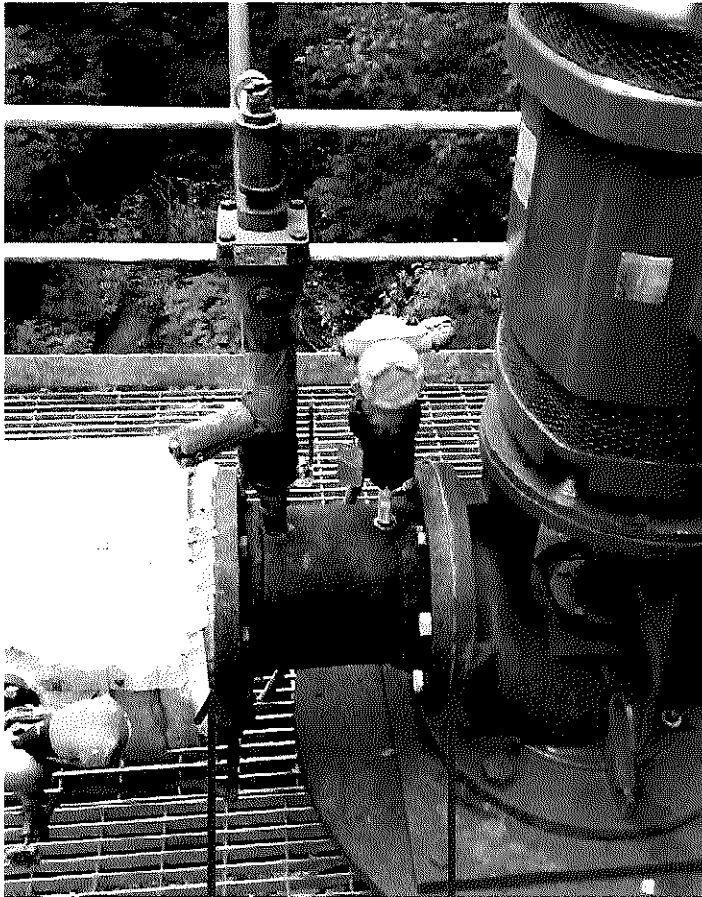
Length: 6-feet

Existing Outer Diameter: 10-inch

Existing Inner Diameter: 7.5-inch

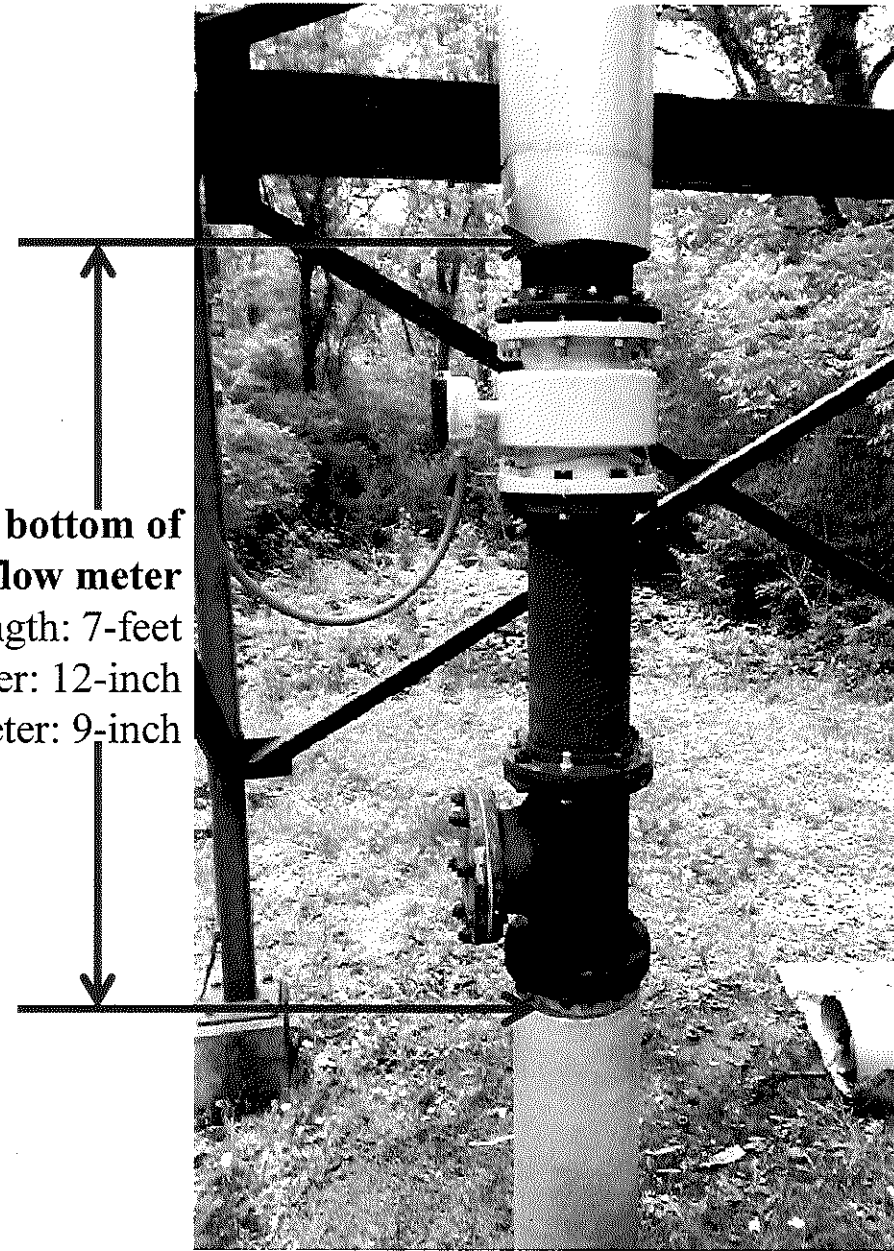
## FIGURE 2

### PWE-9



New insulation at pump discharge  
Length: 1'-3"

New insulation from bottom of  
tee to just above flow meter  
Length: 7-feet  
Existing Outer Diameter: 12-inch  
Existing Inner Diameter: 9-inch

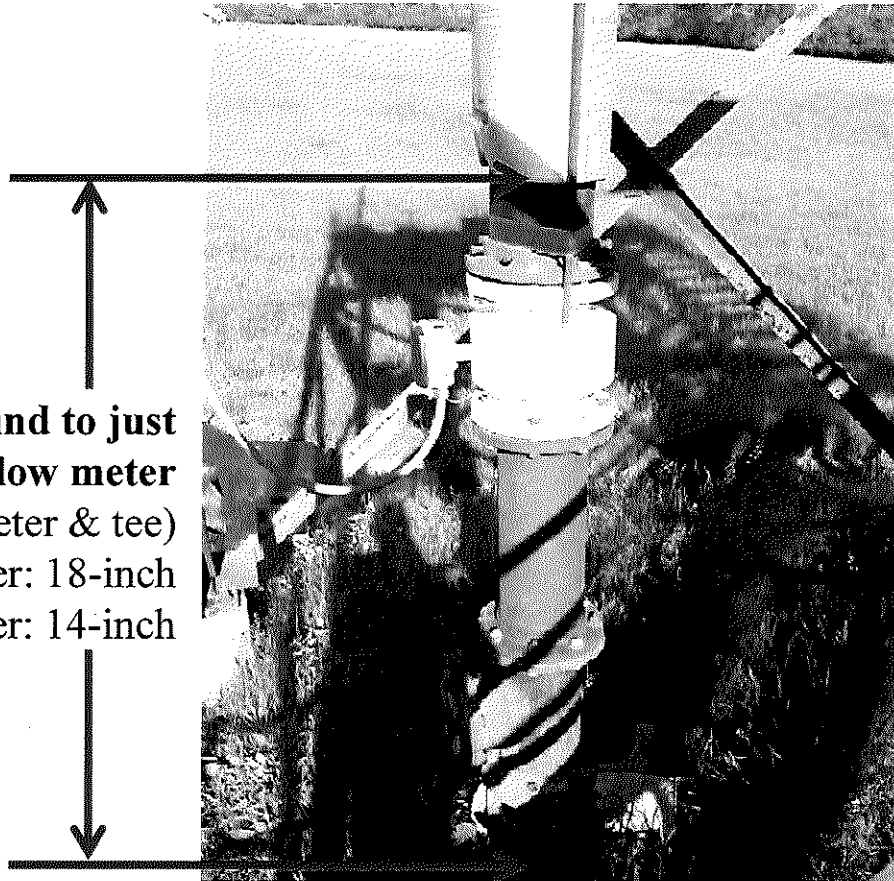




# FIGURE 3

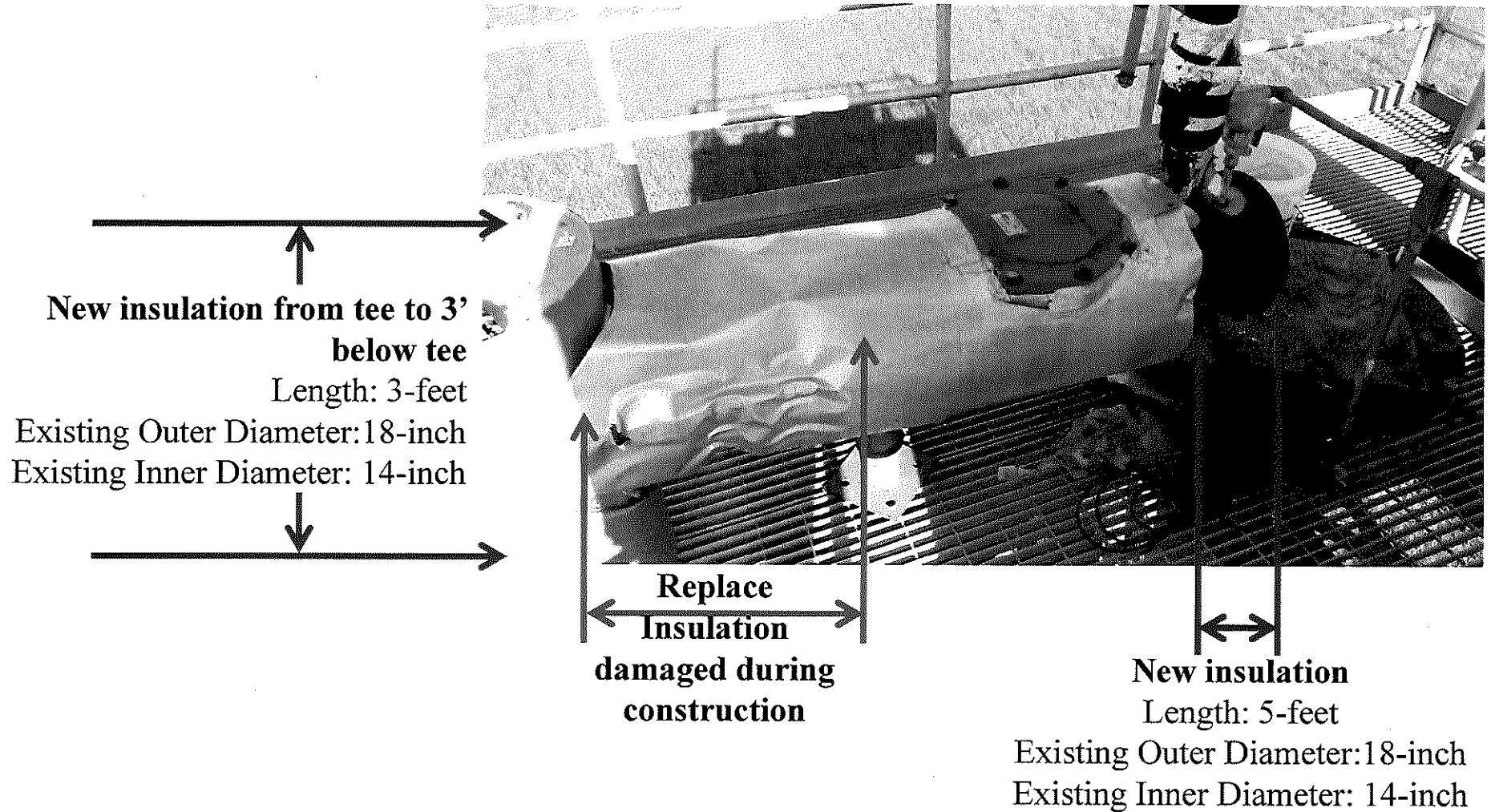
## PWS-4

**New insulation from ground to just  
above flow meter**  
Length: 7-feet (including flow meter & tee)  
Existing Outer Diameter: 18-inch  
Existing Inner Diameter: 14-inch



# FIGURE 4

## PWS-4 - Damaged During Construction



**Gilbert, Kathryn**

---

**From:** Gilbert, Kathryn  
**Sent:** Wednesday, June 10, 2020 12:15 PM  
**To:** 'Michael Spicer'  
**Subject:** RE: Well Insulation Change Order Request

Michael,

The discharge pipe insulation work is approved to move forward at the cost of \$5788.00 (\$92.00 less than proposal per emails below). The official change order document will follow shortly.

Thanks,

*Kathryn Gilbert*  
**Staff Engineer**  
Warren County Water & Sewer Department  
[Kathryn.Gilbert@co.warren.oh.us](mailto:Kathryn.Gilbert@co.warren.oh.us)  
Ph. (513) 695-1645

**From:** Michael Spicer [<mailto:mspacer@moodysofdayton.com>]  
**Sent:** Wednesday, June 10, 2020 9:57 AM  
**To:** Gilbert, Kathryn  
**Subject:** Re: Well Insulation Change Order Request

Kathryn,  
The total cost would be deducted by \$92.00 for the 15% markup.

On Wed, Jun 10, 2020, 9:47 AM Gilbert, Kathryn <[Kathryn.Gilbert@co.warren.oh.us](mailto:Kathryn.Gilbert@co.warren.oh.us)> wrote:

Michael,

Thank you for the information, the labor hours seem reasonable. Based on Article 12.01.C.2 of the Standard General Conditions for the Construction Contract that is included in the contract, the mark-up on materials should be 15% for materials.

*Kathryn Gilbert*  
**Staff Engineer**  
Warren County Water & Sewer Department  
[Kathryn.Gilbert@co.warren.oh.us](mailto:Kathryn.Gilbert@co.warren.oh.us)  
Ph. (513) 695-1645

**From:** Michael Spicer [mailto:[mspacer@moodysofdayton.com](mailto:mspacer@moodysofdayton.com)]

**Sent:** Wednesday, June 10, 2020 8:55 AM

**To:** Gilbert, Kathryn

**Subject:** Re: Well Insulation Change Order Request

Kathryn,

The cost is three full days of la or to complete this project plus materials. I broke down the cost per well on the bid form provided by yourself. The total cost of materials is \$2,200.00. The remaining cost is labor. Moody's standard mark up if 20% for materials was used and prevailing wage rates that were outlined for the project were followed. Prevailing wages does significantly increase cost by as much as 30% over standard rates at Moody's.

Moody's does not normally do Insulation work. I provided a cost for Moody's to perform the work for the county.

Thanks,

Michael Spicer

On Wed, Jun 10, 2020, 8:31 AM Gilbert, Kathryn <[Kathryn.Gilbert@co.warren.oh.us](mailto:Kathryn.Gilbert@co.warren.oh.us)> wrote:

Good Morning Michael,

I talked with Jim yesterday about this proposal and had one additional question. Our (the County's) initial thoughts on the price was that they seemed a little high. Could you provide additional information/breakout on the cost.

Jim had indicated that you don't normally do insulation work and that it is normally subcontracted out. Have you brought on a subcontractor for this work?

Thank you,

*Kathryn Gilbert*

**Staff Engineer**

Warren County Water & Sewer Department

[Kathryn.Gilbert@co.warren.oh.us](mailto:Kathryn.Gilbert@co.warren.oh.us)

Ph. (513) 695-1645

-----Original Message-----

From: Michael Spicer [mailto:[m Spicer@moodysofdayton.com](mailto:m Spicer@moodysofdayton.com)]

Sent: Tuesday, June 9, 2020 12:17 PM

To: Gilbert, Kathryn

Cc: 'Jim Free'

Subject: Well Insulation Change Order Request

Kathryn:

I have attached the request. The total for all insulation repairs is \$5,880.00. Please let me know if you have any questions.

Thanks,

Michael Spicer

# Resolution

Number 20-0896

Adopted Date June 23, 2020

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH FEDEWA, INC. FOR THE SNIDER ROAD 3.0 MILLION GALLON ELEVATED STORAGE TANK PAINTING PROJECT, PURCHASE ORDER NO. 20001701.

WHEREAS, this Board on May 5, 2020 entered into a contract with Fedewa, Inc. for the painting of the Snider Road 3.0 million gallon elevated water storage tank.; and

WHEREAS, on June 1, 2020, during Fedewa's inspection of the tank interior, it was determined that the existing coating of the tank lacked sufficient adhesion and that the interior coating can not be overcoated, but must be removed, the tank blasted to bare metal, and repainted; and

WHEREAS, the contract specifies an Alternate Bid Item No. 1 that provides pricing for the painting of the tank interior; and

WHEREAS, the County has requested price quotes from the contractor for additional work items that are beyond the scope of the project; and

WHEREAS, a change order and purchase order modification is necessary in order to accommodate said changes; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 1 to the Contract with Fedewa, Inc., increasing Purchase Order No. 20001701 by \$390,613 and creating a new contract and purchase order price in the amount of \$881,013.
2. By said change order, attached thereof and made part thereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the County Administrator is hereby directed to execute and sign Change Order No. 1 of the contract with Fedewa, Inc. for the Snider Road 3.0 Million Gallon Elevated Storage Tank Painting 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
c/a—Fedewa, Inc.

Project File  
Water/Sewer (file)



**Warren County  
Water & Sewer Dept.**

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

**CHANGE ORDER**

DATE: June 4, 2020

Change Order Number: 1

Project Name: Snider 3.0 MillionGallon Elevated Storage Tank Painting

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	<b>Interior Tank Bowl Painting</b> Perform Altnate Bid 1. Furnish and provide all labor, equipment, and materials to abrasive blast and clean the interior tank bowl and apply three coats of epoxy paint as specified in Specification 09 97 00 – Page 15. Item includes labor and nonlabor costs to powerwash the interior of the bowl. (Attachment A & B)	\$386,813		45 calendar days
2	<b>Install Safety Climb Device</b> Provide all labor, equipment, and materials to install a safety climb device on the new 40-foot access located on the wet interior of the tank. (Attachment B).	\$1,800		None
3	<b>Landen Tank Interior</b> Furnish and provide all labor, equipment, and materials to washout and remove sediment from the wet interior of the Landen Elevated Storage Tank. (Attachment B)	\$2,000		None

Sums of the ADDITIONS and DELETIONS

\$390,613

\$ 0

TOTALS FOR THIS CHANGE ORDER

\$390,613

Original contract price \$490,400

Current contract price adjusted by previous change orders \$ 490,400

The Contract price due to this change order will be increased by \$390,613

The New contract price including this change order will be \$ 881,013

The contract time will be increased by 45 calendar days resulting in substantial completion on August 17<sup>th</sup>.

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

Carl Hedden-Preis 6-10-2020  
Contractor's Signature Date

Chris Burdick 6/15/2020  
Warren County Sanitary Engineer Date

R. Zundel 6-23-20  
Warren County Commissioner Date  
County Administrator

Warren County Commissioner Date

Warren County Commissioner Date

# ATTACHMENT A

## ALTERNATE BID 1

### **ALL INTERIOR TANK BOWL BOTH ABOVE AND BELOW WATER LEVEL**

**AWWA D102-03 Paint System: ICS 2  
Epoxy/Epoxy/Epoxy**

Surface Preparation: The entire surface shall be abrasive blast cleaned to a Near White Finish, removing all existing paint, rust, dirt, mill scale and foreign matter by the recommended methods outlined in The Society for Protective Coatings Specification NACE 2 / SSPC SP-10 to achieve a 2.0 to 3.0 mil profile. All interior coatings shall be ANSI/NSF 61 certified for use in potable water.

Prime Coat: Immediately after blasting and before any rusting occurs, apply one coat of Sherwin Williams Macropoxy 646 B58-600 or Tnemec N140 Pota-Pox Plus to all bare surfaces. This coating shall be applied at an average dry film thickness of 4.0 mils.

Stripe Coat: Apply by brush or roller to all weld seams, structural edges and bolted connections a stripe coat of Sherwin Williams Macropoxy 646 B58-600 or Tnemec Series N140-15BL Pota-Pox Plus at a dry film thickness of 2.0 to 3.0 mils.

Intermediate Coat: Apply one complete coat of Sherwin Williams Macropoxy 646 B58-600 or Tnemec Series N140-1255 Pota-Pox Plus at an average dry film thickness of 5.0 mils.

Finish Coat: Apply one complete coat of Sherwin Williams Macropoxy 646 B58-600 or Tnemec Series N140-15 BL Pota-Pox Plus at an average dry film thickness of 5.0 mils.



**BASE BID**

<b>LANDEN TOWER CLEANING</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Total Cost</b>
1	Mobilization and Demobilization	2,000
2	Exterior Bowl Cleaning (Section 33 01 10)	13,400
<b>SNIDER ROAD 3.0 MILLION GALLON ELEVATED STORAGE TANK</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	
3	Mobilization and Demobilization	25,000
4	Cathodic Protection Replacement (Section 01 11 00 -2)	10,000
5	Interior Light Fixture Replacement (Section 01 11 00 - 2)	10,000
6	Tank Access Ladder (Section 01 11 00 -3)	10,000
7	Asphalt Drive Sealer (Section 01 11 00 - 3)	10,000
8	Clearing Brush (Section 01 11 00 - 3)	10,000
9	Painting of Exterior Bowl (Section 09 97 00-8)	200,000
10	Painting of Interior Bowl Above Water Level (Section 09 97 00-11)	170,000
11	Painting of Interior Bowl Below Water Level (Section 09 97 00-12)	10,000
12	Painting of Valves, Piping, & Door (Section 09 97 00-13)	10,000
13	Exterior Bowl Custom Logo (Section 09 97 00-14)	10,000
<b>TOTAL BASE BID (Items 1 through 13)</b>		<b>498,400</b>

*Four Wheel Quality - Dept 7 hrs*  
TOTAL BASE BID PRICE (In W)

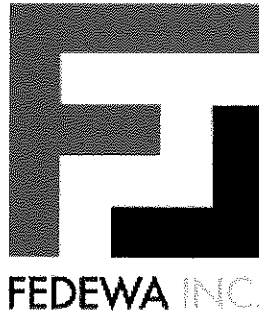
↑  
\* Bid items add  
up to \$490,400

**ALTERNATE BID 1**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Cost to be added to Base Bid</b>
1	Delete Base Bid Items 10 and 11 above and replace with the Interior Wet Coating - AWWA D102-03 Paint System: ICS 2 Epoxy/Epoxy/Epoxy (Page 09 97 00-15)	564,000

Item No. 1 Amount: \$564,000 - \$170,000 - \$10,000 + \$2,813 = \$386,813

## ATTACHMENT B



Warren Co, Ohio

-Proposal for services

Chris,

Please find the following proposal for additional items that may be included in your upcoming change order.

-Install safety climb device on new wet interior ladder. Device is to match the existing safety climbs in the rest of the tank so that the same attachment device can be utilized for a single climber from top to bottom. \$1800

-Washout and remove sediment from the Landen tank. Remove sediment that has settled out onto floor area. \$2000

-Before the decision to switch from base bid to alternate bid on wet interior work was decided, Fedewa Inc performed the pre surface prep method power washing of the Base bid "Spot surface preparation of rusting and/or bare steel". The entire wet interior was power washed top to bottom, to prepare surfaces and expose any spot failures that would have been part of the base bid below water line. This work was not a requirement of the alternate bid that is now going forward. We ask that the labor expenses associated with this extra work be covered in the change order being created. This work included 3men for two 10 hr days and their two extra nights in a hotel. This is only the actual wash portion and does not include rigging or any other activities that should now be associated with the Alternate bid. \$2813

-Labor \$2,513(Includes work comp etc), -Hotel \$300(\$50/room/ night for two nights)

# Resolution

Number 20-0897

Adopted Date June 23, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/16/20 and 6/18/20 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor \_\_\_\_\_

# Resolution

Number 20-0898

Adopted Date June 23, 2020

TRANSFER PERFORMANCE BOND TO A MAINTENANCE BOND FOR SF DUKE, LLC, DBA VINTAGE OAKS FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS FOR VINTAGE OAKS SUBDIVISION SITUATED IN DEERFIELD TOWNSHIP

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

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the transfer of the performance bond to a maintenance bond and the two year maintenance period as follows:

## MAINTENANCE BOND

Bond Number	:	16-009 (P/S-M)
Development	:	Vintage Oaks Subdivision
Developer	:	SF Duke, LLC, dba Vintage Oaks
Township	:	Deerfield
Maintenance Amount	:	\$147,935.88
Surety Company	:	Old Fort Banking Co. (LOC# 10132405-2)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: SF Duke, LLC, dba Vintage Oaks, Attn: Michael Gates, P.O. Box 957, Mason, OH 45040  
Old Fort Banking Co., 8034 Main St., Old Fort, OH 44861  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-0899

Adopted Date June 23, 2020

APPROVE BOND RELEASE FOR OSWALD COMPANY, INC FOR COMPLETION OF IMPROVEMENTS IN DISTRICT AT DEERFIELD, MERCY HEALTH SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

## EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	District at Deerfield, Mercy Health
Developer	:	Oswald Company, Inc.
Township	:	Deerfield
Amount	:	\$82,523.43
Surety Company	:	Great American Insurance Company (CA2566092)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 20-0900

Adopted Date June 23, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF SECTION 7A SITUATED IN FRANKLIN TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	20-008 (W/S)
Development	:	The Trails of Greycliff Section 7A
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$17,996.16
Surety Company	:	Endurance Assurance Corporation (EACX4000737)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Home Run Development, 562 N. Main Street, Springboro, OH 45066  
Endurance Assurance Corporation, 4 Manhattanville Road, Purchase, NY 10577  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

**Bond No. EACX4000737**

Security Agreement No.

20-008 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Endurance Assurance Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Trails of Greycliff Subdivision, Section/Phase 7A (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$179,961.56, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0; and,

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

**NOW, THEREFORE**, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$17,996.16 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.



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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

**Home Run Development, LLC**

---

**Austin Kaiser**

---

**562 N. Main Street**

---

**Springboro, OH 45066**

---

Ph. ( 937 ) 903 - 2680

D. To the Surety:

**Endurance Assurance Corporation**

**4 Manhattanville Road**

**Purchase, NY 10577**

Ph. ( **212** ) **209** - **6500**

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

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

\_\_\_\_\_ **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

\_\_\_\_\_ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

\_\_\_\_\_ **Original Escrow Letter** (attached)

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

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

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

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

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

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

**Home Run Development, LLC**  
**DEVELOPER:**

**Endurance Assurance Corporation**  
**SURETY:**

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

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

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: George M. Kaiser

PRINTED NAME: Craig Sherman

TITLE: President

TITLE: Attorney-in-Fact


DATE: 6/15/2020

DATE: June 15, 2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0900, dated 6/23/2020

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: David H. Pomy

TITLE: President

DATE: 6/23/2020

RECOMMENDED BY:

By:   
**SANITARY ENGINEER**

APPROVED AS TO FORM:

By:   
**COUNTY PROSECUTOR**

Key:

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



Effective Date: May 21, 2004

Expiration Date: April 1, 2021

**State of Ohio**  
**Department of Insurance**  
*Certificate of Authority*

This is to Certify, that

**ENDURANCE ASSURANCE CORPORATION**

NAIC No. 11551

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-States Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liability
Earthquake	Private Passenger Auto - No Fault
Fidelity	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	

This Certificate of Authority is subject to the laws of the State of Ohio.



**Mike DeWine, Governor**

A handwritten signature in cursive script, reading "Jillian Froment", written over a horizontal line.

**Jillian Froment, Director**



# POWER OF ATTORNEY

1247

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Ted Sherman, Craig Sherman, Karen Genoff** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TEN MILLION Dollars (\$10,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

Endurance Assurance Corporation  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



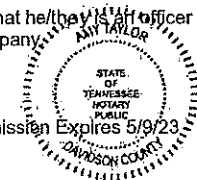
Bond Safeguard Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



**ACKNOWLEDGEMENT**

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT** ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15<sup>th</sup> day of June, 2020.

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



# Resolution

Number 20-0901

Adopted Date June 23, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF, SECTION 7A SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	20-012 (P/S)
Development	:	The Trails of Greycliff, Section 7A
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$227,512.60
Surety Company	:	Endurance Assurance Corporation (EACX4000735)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Bond Agreement file  
Engineer (file)

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

**Bond No. EACX4000735**

Security Agreement No.

20-012 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Endurance Assurance Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Trails of Greycliff Subdivision, Section/Phase 7A (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$243,347.78, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$175,009.69; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$227,512.60 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$48,669.56 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

**Home Run Development, LLC**

---

**Austin Kaiser**

---

**562 N. Main Street**

---

**Springboro, OH 45066**

---

Ph. ( 937 ) 903 - 2680

D. To the Surety:

**Endurance Assurance Corporation**

**4 Manhattanville Road**

**Purchase, NY 10577**

Ph. ( 212 ) 209 - 6500

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

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

\_\_\_ **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

\_\_\_ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

\_\_\_ **Original Escrow Letter** (attached)

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

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

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

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

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

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

**Home Run Development, LLC**  
**DEVELOPER:**

**Endurance Assurance Corporation**  
**SURETY:**

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

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

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: George M. Kaiser

PRINTED NAME: Craig Sherman

TITLE: President

TITLE: Attorney-in-Fact

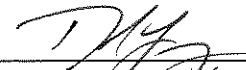
DATE: 6/15/2020

DATE: June 15, 2020

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0901, dated 6/23/2020

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David B Young

TITLE: President

DATE: 6/23/2020

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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



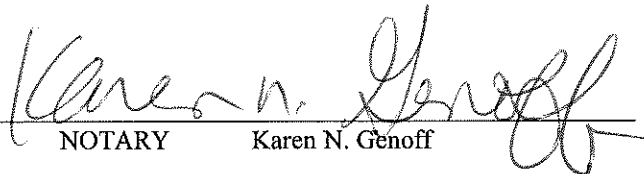
STATE OF ILLINOIS ( ( SS  
COUNTY OF COOK ( (

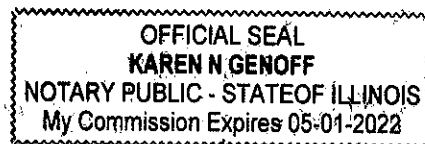
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Endurance Assurance Corporation Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Endurance Assurance Corporation, a Delaware Corporation for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

15<sup>th</sup> Day of June , 2020

My Commission Expires

  
NOTARY Karen N. Genoff



Effective Date: May 21, 2004  
Expiration Date: April 1, 2021

**State of Ohio**  
**Department of Insurance**  
*Certificate of Authority*

This is to Certify, that

**ENDURANCE ASSURANCE CORPORATION**

NAIC No. 11551

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-States Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liability
Earthquake	Private Passenger Auto - No Fault
Fidelity	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	

This Certificate of Authority is subject to the laws of the State of Ohio.



**Mike DeWine, Governor**

A handwritten signature in cursive script, reading "Jillian Froment", written over a horizontal line.

**Jillian Froment, Director**



# POWER OF ATTORNEY

1247

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Ted Sherman, Craig Sherman, Karen Genoff as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

Endurance Assurance Corporation  
By: *Richard Appel*  
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company  
By: *Richard Appel*  
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company  
By: *Richard Appel*  
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company  
By: *Richard Appel*  
Richard Appel, SVP & Senior Counsel



**ACKNOWLEDGEMENT**

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15<sup>th</sup> day of June, 2020.

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

# Resolution

Number 20-0902

Adopted Date June 23, 2020

## APPROVE VARIOUS RECORD PLATS

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

- The Trails of Greycliff, Section 7A – Franklin Township
- Eagle Hill Revision 1 – Clearcreek Township

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 20-0903

Adopted Date June 23, 2020

ACCEPT AN AMENDED CERTIFICATE, APPROVE A CASH ADVANCE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE FAIRGROUNDS CONSTRUCTION FUND 4498

WHEREAS, in order to process payments for work throughout the fairgrounds an amended certificate must be accepted, a cash advance be approved and a supplemental appropriation be approved; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate increasing 4498—42103 to \$321,134.53; and

BE IT FURTHER RESOLVED, to approve the following cash advance and supplemental appropriation for the Fairgrounds Construction fund;

### Cash Advance

\$104,549.29 from 1101-45556 (Advance of Cash Out)  
into 4498-45555 (Cash Advance In)

### Supplemental Appropriation

\$104,549.29 into BUDGET-BUDGET 44983740-5320 (Capital Purchases)

BE IT FURTHER RESOLVED, said cash advance shall be repaid upon sufficient revenue in fund 4498.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓  
Fairgrounds (file)  
Cash Advance file

Supplemental App file.  
Amended Certificate file  
OMB

## AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

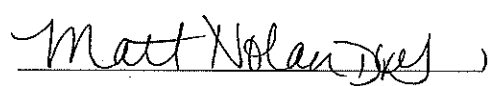
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, June 19, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2020	Taxes	Other Sources	Total
County Fairgrounds Construction	\$50,933.58		\$170,659.53	\$221,593.11
Fund 4498				
<b>TOTAL</b>	<b>\$50,933.58</b>	<b>\$0.00</b>	<b>\$170,659.53</b>	<b>\$221,593.11</b>

  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

# Resolution

Number 20-0904

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT PROBATION FUND #11011283

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into County Court Probation Fund #11011283 in order to process a vacation leave payout for Molli Webb former employee of County Court Probation:

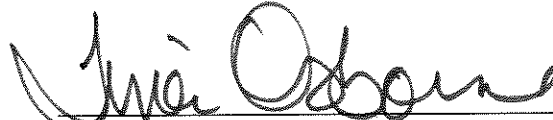
\$2,690.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011283-5882	(County Court Probation - Vacation Leave Payout)

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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
County Court (file)  
OMB

# Resolution

Number 20-0905

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Center Fund #11012600 in order to process a vacation leave payout for Sarah Finley former employee of Juvenile Detention Center:


\$2,848.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention Center 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Juvenile (file)  
OMB



# Resolution

Number 20-0906

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT  
SERVICES FUND #11011223 INTO CAPITAL CASE #11011221

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #1101-1223-5820 (Health/Life Insurance)  
into #1101-1221-5400 (Purchased Services)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 20-0907

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5318	(Data Board Approval Non Capital)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 20-0908

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION  
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$8,000.00	from	11012600-5400	(Purchased Services)
	into	11012600-5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 20-0909

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/  
COMMUNICATIONS CENTER FUND #10112850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,880.00	from	#11012850 5102	(Salaries)
	into	#11012850 5840	(Unemployment)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)

# Resolution

Number 20-0910

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURERS OFFICE FUND  
#2249

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,600.00    from    #22491130-5910    (Other Expense)  
                 into    #22491130-5317    (Non Capital Purchases)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Appropriation Adj. file  
Treasurer (file)

# Resolution

Number 20-0911

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIO MEANS JOBS WARREN COUNTY FUND #2254

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 1,093.25 from #22545800-5910 (Other Expense)  
into #22545800-5318 (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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
OhioMeansJobs (file)

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

# Resolution

Number 20-0912

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE OHIO MEANS JOBS  
WARREN COUNTY FUND #2258

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


\$ 1,105.44	from	#22585800-5910	(Other Expenses)
	into	#22585800-5318	(Data Bd Approv Non Cap)
\$5,000	from	#22585800-5910	(Other Expense)
	into	#22585800-5400	(Purchased Services)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
OhioMeansJobs (file)

# Resolution

Number 20-0913

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustment:

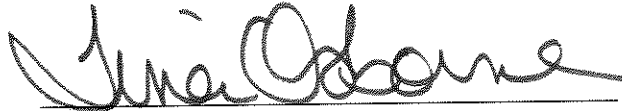
\$11,000.00	from	22701240-5400	(Purchased Services)
	into	22701240-5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)



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

# Resolution

Number 20-0914

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Tami Thomas:

\$1,550.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation 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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)  
OMB

# Resolution

Number 20-0915

Adopted Date June 23, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #22735100-5910 (Other Expense)  
into #22735100-5940 (Travel)

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Children Services (file)

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

# Resolution

Number 20-0916

Adopted Date June 23, 2020

APPROVE SUBLEASE BETWEEN THIS BOARD AND MASON LICENSE BUREAU, INC.

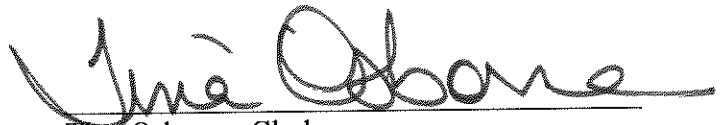
BE IT RESOLVED, to approve a Sublease agreement between this Board and Mason License Bureau, Inc. to lease approximately 2240 square feet of office space plus 150 square feet of common area located at 775 Reading Road, Mason Ohio; copy of said sublease agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: C/A—Mason License Bureau Inc.  
Clerk of Courts (file)

## **SUBLEASE AGREEMENT**

This Sublease Agreement (the "Sublease") is entered into between the Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter, "Sublessor"), for and on behalf of the Warren County Clerk of Courts, P.O. Box 238, Lebanon, Ohio 45036, and Mason License Bureau, Inc., an Ohio corporation for profit, 775 Reading Rd., Mason, Ohio 45040 (hereinafter, "Sublessee").

### **A. Lease of Premises; Sublease**

#### **1. The Premises**

In consideration of the payment of rent and the promises of Sublessee, Sublessor hereby subleases to Sublessee the following "Premises" located at 775 Reading Road, Mason, Ohio, together with the right to the joint use of entrances, foyers, hallways, stairs, elevators, other common areas and facilities, and parking areas including the non-exclusive right to use at least 25 parking spaces with a minimum of two designated parking spaces meeting ADA requirements.

The Premises contain approximately 2,240 square feet plus 150 feet of common area, for a total of 2,390 square feet. The Premises are depicted and more or less shown as the area entitled "DR Area" on Exhibit "A" attached hereto.

#### **2. Sublease**

The parties acknowledge that this agreement is a sublease. The Premises are a part of the premises that Sublessor has leased from Inmet, LLC, an Ohio limited liability company (hereinafter, "Lessor") pursuant to the Primary Lease executed between the Lessor and Sublessor, a Memorandum of such lease being filed of public record in O.R. Vol. \_\_\_\_\_, Page \_\_\_\_\_ in the office of the Warren County, Ohio Recorder, and Inmet, LLC, has consented in writing to this Sublease, evidence of which is attached hereto. The Sublessor's performance under this Sublease is excused in any case where such performance is frustrated, prevented or prohibited by the Lessor or the terms of or expiration of the Primary Lease.

### **B. Term; Payment of Rent and Triple Net Expenses, Tenant Improvements and Payment; Holdover Tenancy; Security Deposit**

#### **1. Original Term; Option of Renewal**

The term of this sublease shall be for 36 months, beginning on June 28, 2020, and ending on June 28, 2023.

## 2. Rent

The rent for the term shall be FOURTEEN DOLLARS (\$14.00) per square foot for a total of ONE HUNDRED THOUSAND THREE HUNDRED EIGHTY DOLLARS AND NO CENTS (\$100,380.00) for the term of this Sublease, payable in monthly installments of TWO THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND THIRTY THREE CENTS (\$2,788.33), each in advance, with the first installment due and payable on June 28, 2020, and subsequent installments due and payable on the twenty-eighth day of each month thereafter. The rental payments will be paid by the Sublessee to the Warren County Clerk of Courts on behalf of the Warren County Board of County Commissioners.

### Triple Net Expenses

**In addition to the base rent** payable by Sublessee to Sublessor in accordance with paragraph (B)(2) above, Sublessee shall pay to Sublessor, payable in monthly installments along and due at the same time as the said base rent, the following:

a) Proportionate Share of Real Estate Taxes & Assessments.

Sublessor will invoice Sublessee monthly for the proportionate share of the real estate taxes and assessments for the Premises. Sublessee will promptly pay when due all taxes and special assessments to Sublessor per the invoice.

b) Proportionate share of Property Insurance.

Sublessor will invoice Sublessee monthly for the proportionate share of the property insurance for the Premises. Sublessee will promptly pay when due the Property Insurance directly to Sublessor per the invoice.

c) Proportionate share of Exterior Common Area Maintenance.

Sublessor will invoice Sublessee monthly for Sublessee's common area maintenance for the proportionate area of the total building

area. Sublessee will promptly pay when due the exterior common area maintenance directly to Sublessor, per the invoice.

Presently the triple net monthly expenses are \$290.41. Sublessor and Sublessee acknowledge the foregoing triple net charges are subject to change, accordingly, Sublessor may increase such triple net expenses should Sublessor's costs for real estate taxes and assessments, property insurance and exterior common area maintain expenses increase, however, such increase shall not exceed six percent (6%) over the term of this Lease.

#### **4. Payment of Rent**

Sublessee will pay installments for rent and triple net expenses for the term when due, to the Warren County Clerk of Courts at the address stated above or at such other place as Sublessor may designate in writing.

#### **5. Holdover Tenancy**

If Sublessee remains in possession of any part of the Premises after expiration or termination of this Lease, absent a new Lease or other written agreement between the parties, Sublessee will holdover as a tenant from month to month only, at a monthly rental equal to one hundred three per cent (103%) of the last monthly rental installment payment paid during the term of this lease and subject to all other provisions of this Lease. The tenancy from month to month may be terminated by either party at the end of a rental month by giving the other party at least ninety (90) days' prior written notice.

#### **6. Security Deposit**

No security deposit shall be required herein.

### **C. Use and Occupancy**

#### **1. Manner and Purpose**

The premises will be used and occupied by Sublessee in a careful, safe, and proper manner, solely for the purpose of maintaining a branch office for the Ohio Bureau of Motor Vehicles Deputy Registrar.

#### **2. Hazardous Activities**

Sublessee will not carry on or allow any activity or use of the Premises considered extra-hazardous for insurance purposes, nor will Sublessee do any act which will invalidate insurance coverage on the structure or Premises or cause an increase in premiums. Sublessee will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measure to protect the safety of persons and property.

**D. Inspection of Premises by Lessee; No Warranty of Fitness**

Sublessee currently occupies the Premises and acknowledges that Sublessor has made no representation, and there is no express or implied warranty by Sublessor with respect to the fitness of the Premises for any particular use or purpose.

**E. Obligations of Sublessor and Sublessee Not Otherwise Provided Herein**

**1. Utilities**

Sublessee shall pay all utilities for the Premises, including but not limited to water, sewer, refuse, gas, and electric, as follows: the Premises is metered separately and Sublessee shall pay Duke Energy directly for the "DR" space for gas and electric; and, Sublessee shall reimburse Sublessor for Sublessor being billed and paying water, sewer and refuse for the "DR" area.

**2. Sublessee's Expenses for Maintenance and Improvements**

Sublessee will promptly pay to Sublessor all obligations incurred by it in maintaining or improving the Premises.

**3. Items to be Maintained by Sublessee**

Each of the following will be maintained at the expense of Sublessee in good condition, repair, and working order: Interior paint and decoration, interior floor finish and coverings, interior of windows and interior window treatments.

**4. Items to be Maintained by Sublessor**

Each of the following will be maintained at the expense of Sublessor in good condition, repair, and working order: HVAC system, electrical system, roof, wall, foundation, structural portions of floor, bathroom facilities and fixtures, lighting system, interior hallway from front door, entrance doors, sidewalks and parking lots (including snow and ice removal), sprinkler system, fire equipment and controls.

## 5. Janitor Service

Sublessee shall provide its own cleaning or janitor service for the Premises. Sublessor shall provide cleaning or janitor service for all common and exterior areas, fixtures and facilities.

## F. Alterations

No alterations or additions to the Premises will be made by Sublessee without the prior written consent of Sublessor.

## G. Signs

Sublessee may install a suitable sign on the outside of the Premises, subject to governmental approval. Before installing any signage, Sublessee shall also obtain Sublessor's approval of the design, color, size, style, and material of the sign. At the expiration or termination of the lease, Sublessee at its expense shall remove all signs, advertisements, and notices installed by or allowed to be installed by Sublessee.

## H. Waste

Sublessee will not commit or allow any waste on the premises.

## I. Insurance.

- a) **Property Insurance.** Sublessor will provide comprehensive commercial property insurance coverage during the term of this Lease, for the Leased Premises against loss or damage by fire, lightening, windstorm or other casualty and Sublessee shall pay its proportionate share as provided in paragraph B (2) (b) above. However, Sublessee shall, at its sole expense, insure and keep insured during the term of this Sublease, all of Sublessee's contents and personal property located upon the Leased Premises against loss or damage by fire, lightening, windstorm or other casualty in such amount and with such insurance company as Sublessee may select.
- b) **Liability Insurance.** Sublessor shall keep in effect commercial general liability insurance for bodily injury and property damage arising out of the use of the Leased Premises and common areas. Sublessee shall purchase said coverage with liability limits not less than Two Million Dollars (\$2,000,000) per occurrence. Sublessor shall be named as an additional insured by endorsement to said coverage with the same coverage and duty to defend Sublessor that such policy provides Sublessee. Sublessee shall deliver to Sublessor a certificate of the insurance providing for the aforementioned additional insured endorsement and that the insurer notify Sublessor in writing should the herein described policy be canceled before the expiration date thereof, to be mailed by the insurer to the



Sublessor not less than 30 days prior to said cancellation date. Sublessee shall also deliver to Sublessor, at least 15 days prior to the expiration date of the herein described policy (or of any renewal policy), certificates for the renewal policies of the insurance required herein.

**J. Entry by Sublessor**

Sublessee will permit Sublessor or its agents to enter the Leased Premises at all reasonable times to examine the Leased Premises, make corrections in the structure, or eliminate health and safety hazards.

**K. Assignment and Subletting**

Sublessee will not sublease the Leased Premises to any other party.

**L. Covenants of Title and Quiet Enjoyment**

Sublessor warrants that it has lawful possession of the Premises and has good right and power to make this lease. If Sublessee pays the rent as agreed, and fulfills all other conditions and obligations under this lease, Sublessee may quietly enjoy the Premises without hindrance by Sublessor or any person lawfully claiming under Sublessor.

**M. Subordination to Mortgages and Encumbrances**

This sublease is subject and subordinate to the lien and provisions of any mortgage or encumbrance now or subsequently imposed on the Premises. Sublessee will promptly execute and deliver to Sublessor any instrument Sublessor or the Sublessor's landlord or its lender may reasonably request in order to subordinate this lease to a mortgage or encumbrance.

**N. Responsibility for Personal Property**

Sublessee is solely responsible for the safe keeping and insuring of all tangible and intangible personal property, located on the Premises, that belongs to Sublessee or its agents, employees, licensees, or invitees.

**O. Damage to Premises; Appropriation of Premises**

**1. Damage or Destruction of the Premises**

If any part of the building or Premises is damaged or destroyed without Sublessee's fault, rendering the Premises unfit for occupancy, Sublessee may surrender

possession of the Premises and thereby terminate the lease with respect to all provisions, remaining liable only for accrued and unpaid rent and other financial obligations under this lease.

## **2. Eminent Domain**

If any part of the Premises is taken under a right of eminent domain, and except as provided in this section, the lease terminates on the date possession is required for the public use, and the taking shall constitute neither an eviction of Sublessee nor a breach by Sublessee of the covenant of quiet enjoyment. Until possession is required for public use, Sublessee will pay the rent and observe all other covenants of the Lease.

If only a part of the Premises is taken, if the remaining part of the Premises can be substantially restored within thirty (30) days, and if nine (9) or more months remain in the current term, Sublessee may elect to continue the Lease and to have the Premises restored by giving written notice to that effect to Sublessor not later than fourteen (14) days after possession is taken for public use of the appropriated part. In such case, Sublessor will restore the remaining Premises at Sublessor's sole expense. During restoration, the rent to be paid by Sublessee will be abated by a reasonable amount; after restoration, the full rent shall be paid by Sublessee to the end of the term.

Sublessee shall not be entitled to any part of the award of compensation or damages to the residue for a taking under eminent domain; Sublessor is entitled to the entire amount without deduction for any estate or interest of Sublessee.

## **P. Default by Sublessee; Remedies of Sublessor**

### **1. What Constitutes Default by Sublessee**

Sublessee is in default under this Lease if (a) any installment of rent, triple net expenses, or tenant improvements is not paid within ten (10) days after its due date; (b) Sublessee fails to perform any other provision or rectify any deficiency under this Lease within thirty (30) days after written notice to Sublessor of the breach; (c) Sublessee vacates the Premises during the term; (d) Sublessee makes an assignment for the benefit of creditors, or is subjected to receivership; (e) Sublessee's interest in the Premises is subjected to execution, attachment, or other legal process; or (f) Sublessee is adjudicated bankrupt in a voluntary or involuntary proceeding.

## **2. Remedies of Sublessor**

If Sublessee defaults, Sublessor may enter and repossess the Premises as if this Lease had not been made, and this Lease will thereby terminate without prejudice to Sublessor's rights of action for past due rent, breach of covenant, present and prospective damages, or other cost or expense resulting from Sublessee's default. For purposes of this section, the commencement of an action in forcible entry and detainer, ejectment, or similar action following default by Sublessee is equivalent to an actual entry of the premises by Sublessor.

## **3. Waiver of Default**

The waiver by Sublessor of any default by Sublessee shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.

## **Q. Notices**

All notices under this lease shall be in writing. Unless the part concerned designates another address, notices to Sublessor shall be mailed or delivered to the address set forth for Sublessor in this Lease and to the attention of the Clerk of Courts, and notices to Sublessee shall be mailed or delivered to Sublessee at 775 Reading Road, Mason, Ohio 45040.

## **R. Lease Binding on Parties and Successors**

This Sublease and its provisions shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties, except that no assignment of all or any part of this Sublease by Sublessee in violation of its terms shall vest any right, title, or interest in the purported assigns.

## **S. Cancellation**

During the period of this Sublease or any renewal hereof, the same may be terminated by Sublessee by written notice of Cancellation, mailed to the Sublessor in care of the Clerk of Courts, 500 Justice Drive, Lebanon, OH 45036 at least 90 days prior to the effective date of such cancellation.

## **U. Memorandum of Lease**

The Sublessee may, at its sole cost and expense, record a memorandum of this Sublease in the office of the Warren County, Ohio Recorder.

**SUBLESSOR:**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Sublessor herein, has caused this Sublease to be executed by David G Young, its President or Vice-President on the date stated below, pursuant to Board Resolution No. 20-0914, dated 6/23/2020, as authorized by Ohio Rev. Code §§ 305.25 and 307.02, et seq.

WITNESSES AS TO SUBLESSOR:      WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]  
NAME: Laura K Lander  
DATE: 6/23/2020

SIGNATURE: [Signature]  
NAME: Tiffany Zindel  
TITLE: County Administrator  
DATE: 6/23/2020

SIGNATURE: [Signature]  
NAME: Tina Osborne  
DATE: 6/23/2020

**ACKNOWLEDGEMENT**

STATE OF OHIO, COUNTY OF WARREN, ss:

On this 23 day of June, 2020, before me personally appeared David G Young, President or Vice-President of the Warren County Board of Commissioners, the Sublessor in the foregoing instrument, and authorized by Resolution to act on its behalf, who acknowledged that he or she executed the foregoing Sublease on behalf of the Sublessor and that the same is his or her free and voluntary act and deed, and that he or she is duly authorized to enter into this Sublease on behalf of the Sublessor.

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

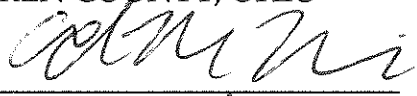


LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

[Signature]  
NOTARY PUBLIC, STATE OF OHIO  
My commission expires: 12/26/2022

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By:   
Asst. Prosecutor *Adam Nice*

**SUBLESSEE:**

IN EXECUTION WHEREOF, Mason License Bureau, Inc., the Sublessee herein, has caused this Sublease to be executed on the date stated below by Marceline S. Davis, its OWNER, pursuant to a corporate resolution authorizing such act. .

WITNESSES AS TO SUBLESSEE: MASON LICENSE BUREAU, INC.

SIGNATURE: Elizabeth Barger  
NAME: Elizabeth Barger  
DATE: 6-22-2020

SIGNATURE: Marceline S. Davis  
NAME: Marceline S. Davis  
TITLE: Deputy Registrar  
DATE: 6/22/20

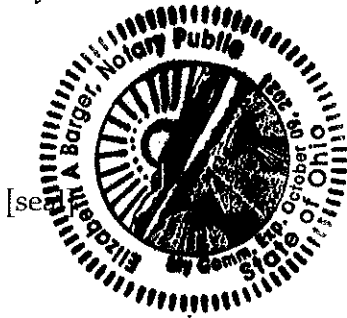
SIGNATURE: James L. Spaeth  
NAME: JAMES L. SPAETH  
DATE: 6-22-2020

**ACKNOWLEDGEMENT**

STATE OF OHIO, COUNTY OF WARREN ss:

On this 22<sup>nd</sup> day of June, 2020, before me personally appeared an individual known or proven to me to be Marceline S. Davis, the of whose corporate title is President of Mason License Bureau, Inc., the Sublessee in the foregoing instrument, who acknowledged that she executed the foregoing Sublease on behalf of the Sublessee and that the same is her free and voluntary act and deed, and that she is duly authorized to enter into this Sublease on behalf of the Sublessee.

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



Elizabeth A. Barger  
NOTARY PUBLIC, STATE OF OHIO  
My commission expires: 10.9.2021

# Resolution

Number 20-0917

Adopted Date June 23, 2020

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 23<sup>rd</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: Commissioners file

Department	Vendor Name	Description	Amount
GRA	TRANSPORTATION EQUIP SALES CORP	PURCHASE OF LIGHT TRANSIT VEHICLE	\$ 65,810.00
GRA	TRANSPORTATION EQUIP SALES CORP	BUS DRIVER GUARDS	\$ 5,975.00
HUM	INTERFAITH HOSPITALITY NETWORK	PRC CONTRACT	\$ 83,000.00
HUM	AFFORDABLE LANGUAGE SERVICES	INTERPRETING SERVICES	\$ 2,500.00
HUM	DOCUMENT DESTRUCTION LLC	SHREDDING SERVICES	\$ 442.50
WAT	BUILDING CRAFTS INC.	RAR WATER SOFTENING PROJECT	\$ 22,063,000.00
ENG	AERO MARK INC.	2020 STRIPING PROJECT	\$ 158,909.86
ENG	BLANKET	TEMP ENTRANCE FOR WILSON RD PROJECT	\$ 1.00
TEL	DUKE ENERGY	NEW GAS LINE FOR ZOAR TOWER	\$ 13,950.00

PO Change Order	Vendor Name	Description	Amount
WAT	MOODY'S OF DAYTON, INC.	2019 WELL REDEVELOPMENT PROJECT	\$ 18,506.00 INCREASE
WAT	SEYFERTH BUILDING COMPANY	LLM MAINTENANCE BUILDING PROJECT	\$ 10,689.00 INCREASE
WAT	FEDEWA, INC.	SNIDER ROAD 3.0 MG TANK PAINTING	\$ 390,614.00 INCREASE

6/23/2020 APPROVED:

  
 Tiffany Zindel, County Administrator