

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - April 11, 2023

1. **Opening of Meeting**
2. **Executive Session 6PM**
3. **Pledge of Allegiance 7PM**
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
 - a. Retirement Proclamation – Captain Dave Witherby
 - b. Presentation by Chief Walls Introducing and Swearing-In Newly Promoted Employees.
 - c. Presentation by Chief Cordie Introducing and Swearing-In Newly Hired Officers
 - d. Presentation by James Welch of Welch Sand & Gravel, Inc. on the dredging of the Great Miami River along Dravo Park.
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - a. Resolution Requesting the Auditor's Approval to Create Tax Increment Financing Funds

Public Safety

- a. Motion Authorizing Pay Increase for Department of Fire and EMS Seasonal Fire Hydrant Maintenance Workers - \$16.00 per hour.
- b. Resolution Declaring Nuisance and Ordering Abatement
- c. Resolution Declaring a Junk Motor Vehicle - 2577 Bryneside Dr - 1 of 9
- d. Resolution Declaring a Junk Motor Vehicle - 3201 Redfern Ct. - 2 of 9
- e. Resolution Declaring a Junk Motor Vehicle - 3231 Deshler Dr - 3 of 9
- f. Resolution Declaring a Junk Motor Vehicle - 3438 West Galbraith Rd - 4 of 9
- g. Resolution Declaring a Junk Motor Vehicle - 8542 Neptune Dr - 5 of 9
- h. Resolution Declaring a Junk Motor Vehicle - 9238 Comstock Dr - 6 of 9
- i. Resolution Declaring a Junk Motor Vehicle - 9752 Condor Dr - 7 of 9

TRUSTEES

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Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

- j. Resolution Declaring a Junk Motor Vehicle - 9753 Condor Dr - 8 of 9
- k. Resolution Declaring a Junk Motor Vehicle - 10836 Pippin Rd - 9 of 9
- l. Motion to Authorize the Township Administrator to Sign an Agreement with YWCA of Greater Cincinnati
- m. Motion to Authorize the Township Administrator to Execute an Agreement with TargetSolutions Learning, LLC
- n. Motion to Authorize the Township Administrator to Purchase Needed Canine Items

Public Services

- a. Motion to Approve Enabling Legislation for ODOT Project 113851 and to Authorize the Township Administrator to Execute all Related Agreements
- b. Motion Authorizing the Township Administrator to Execute Agreement with Duke Energy for \$118,618 for Utility Relocations for Colerain Avenue Streetscape Project
- c. Motion Authorizing the Township Administrator to execute an agreement with The Nepali Language and Arts Center for the use of designated areas of Dravo Park for recreational purposes on a long-term basis.
- d. Resolution Authorizing Participation in the 2023 ODOT Salt Contract
- e. Discussion - Cemetery Easements

Development

- a. Motion to Appoint Charles L. Thiemann Jr. as an Alternate Member to the Colerain Township Board of Zoning Appeals.
- b. Motion to set a Public Hearing for Zoning Commission Case ZA2023-03, rezoning a portion of 8940 Colerain Avenue from R-6 to B-2

Administration

- a. Motion Authorizing Township Administrator to Execute Agreement with OpenGov for Budgeting, Permitting, Code Enforcement, Public Works, and Reporting Software Solutions at an average rate of \$70,744.43 over Three Years
- b. Motion to Set Special Meeting of the Board of Trustees for May 9, 2023 at 6PM - Work Session on Police Department Long Term Financial Needs and Potential Property Tax Levy
- c. Resolution Approving New Opioid Settlement Participation Agreements for Teva, Allergan, CVS, Walgreens, & Walmart
- d. Resolution Modifying the Organizational Chart

11. Old Business

- a. Motion to Issue a Noise Resolution Permit to McDogs Lakeside Saloon

- b. Motion to Modify Rules of Procedure and Conduct for Board of Trustee Meetings

12. Consent Items

- a. Donation Acceptance - Public Services Department - Sibcy Cline - \$1,000 (Check - Co-Movie Sponsor)
- b. Donation Acceptance - Public Services Department - Ryan Homes - \$3,500 (Check - Summer Series Title Sponsor)
- c. Donation Acceptance - Department of Fire and EMS - Mt. Healthy Eagles #2193 - \$5,000.00.
- d. Donation Acceptance - Police Department - Exercise Equipment - \$2,100
- e. Donation Acceptance - Police Department - Dual Purpose Police Service Dog - \$8,900
- f. Contract - Geotechnology - Bus Station Pull Off Soil Testing - Estimated at \$2,500
- g. Contract - Sedgwick - Workers Compensation Administration - \$6,920 - One Year
- h. Contract - One Stop Pest Control - Termite Remediation - \$2,800
- i. Contract - Cincinnati State - Paramedicine Partnership.
- j. Contract - Mobilcomm - Access Control for Rear Door of Administration WingContract- \$2,529.33- NO EXP
- k. Engagement Letter- Plattenburg
- l. Promotion - Fire Lieutenant - Department of Fire and EMS - Firefighter/Paramedic Steve May - \$32.94 per hour.
- m. New Hire - Police Officer - Police Department - Barb Alwyard
- n. Services Agreement- Zix- Microsoft Office 365

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

PRESENTATIONS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Retirement Proclamation – Captain Dave Witherby

No action is requested of the Board.

Rationale:

Recognize retired Captain Dave Witherby after nearly 35 years of service to the community.

**PROCLAMATION FOR
CAPTAIN DAVID A. WITHERBY
FOR HIS YEARS OF DEDICATED SERVICE
TO COLERAIN TOWNSHIP, OHIO**



Whereas Captain David A. Witherby was hired on June 21st of 1988, as an employee of the Colerain Township Department of Fire and Emergency Medical Services; and

Whereas Captain David A. Witherby has demonstrated professionalism, allegiance, service, commitment, and excellence through his contributions as a firefighter, emergency medical technician paramedic, lieutenant, captain, leader, mentor, colleague, and friend during his tenure with the Department; and

Whereas Captain David A. Witherby retired on February 23rd of 2023, after nearly 35 years of commendable dedication to providing fire protection, emergency medical, and community risk reduction services to the Colerain Township community.

Therefore, be it resolved, that the Colerain Township Board of Trustees recognizes Captain David A. Witherby as an outstanding employee and that he contributed greatly to our community during his long tenure of public service.

Be it further resolved that in recognition of all that Captain David A. Witherby has done for Colerain Township, the Colerain Township Board of Trustees hereby proclaim Tuesday, April 11th, 2023, as a special day of recognition for Dave Witherby to acknowledge his contributions to our community and wish him continued success in retirement.

Cathy Ulrich
Trustee

Daniel Unger
Trustee

Matt Wahlert
Trustee

Jeffrey D. Baker
Fiscal Officer

Date: April 11th, 2023

PRESENTATIONS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Presentation by Chief Walls Introducing and Swearing-In Newly Promoted Employees.

No action is requested of the Board.

Rationale:

Introduce and administer the Oath-of-Office to the department's newest Career Firefighter:

- Sam Greenlee

Introduce and administer the Oath-of-Office to the department's newest Training Captain:

- Matt Vangen

All were approved for promotion during the March 14, 2023 Board Meeting.

PRESENTATIONS

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Presentation by Chief Cordie Introducing and Swearing-In Newly Hired Officers

No action is requested of the Board.

Rationale:

Chief Cordie will swear-in newly hired Tyler Large and Jessica Meyer.

PRESENTATIONS

Department: Public Services
Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan
Goal:

Presentation by James Welch of Welch Sand & Gravel, Inc. on the dredging of the Great Miami River along Dravo Park.

No action is requested of the Board.

Rationale:

Owner of Welch Sand & Gravel, James Welch, is requesting an opportunity to share the benefits of dredging the Great Miami River with the Board. Mr. Welch is seeking an Army Corp of Engineers permit and would like to keep the Township informed of the process due to the work being conducted on the waterfront of Dravo Park.

NEW BUSINESS

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Resolution Requesting the Auditor's Approval to Create Tax Increment Financing Funds

Recommend ADOPTION of the Resolution.

Rationale:

The Township received payments in lieu of tax for four new TIF districts as part of the first half property tax settlement. In order to receipt that revenue, four new Funds must be created in the accounting system. Those Funds will account for the revenues expenses of the Abbeytown, Hunter's Ridge, Lake Gloria, and Crosley Meadows TIFs.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the _____ day of April, 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-23

**RESOLUTION REQUESTING THE AUDITOR’S APPROVAL TO CREATE
TAX INCREMENT FINANCING FUNDS**

WHEREAS, the Colerain Township Board of Trustees acknowledge, pursuant to Ohio Rev. Code §5705.12, the Township must submit a Request for Fund Approval to the Auditor of State, when the creation of the fund is not specifically authorized by statute, or, in situations when management wishes to create a new fund in order to capture additional financial information about a specific source of revenue or a specific activity.

NOW, THEREFORE, BE IT RESOLVED that the Board of Township Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. Colerain Township Board of Trustees hereby orders the Fiscal Officer of Colerain Township submit the “Requests for Fund Approval” to the Auditor of State.

2. Colerain Township Board of Trustees hereby orders that, upon approval by the Auditor of State, the Fiscal Officer of Colerain Township shall create four new tax increment financing funds named Fund 290_, TIF- Abbeytown, Fund 290_, TIF- Hunter’s Ridge, Fund 290_, TIF- Lake Gloria, and Fund 290_, TIF- Crosley Meadows.

3. This Resolution is hereby declared to necessary for the preservation of the public peace, health, safety and welfare of the Township; and

4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

5. This resolution shall take effect at the earliest period allowed by law.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____.

ADOPTED this _____ day of April, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of April, 2023.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion Authorizing Pay Increase for Department of Fire and EMS Seasonal Fire Hydrant Maintenance Workers - \$16.00 per hour.

Recommend ADOPTION of the Motion.

Rationale:

I respectfully request the Board of Trustees consider the approval of an increase for Seasonal Fire Hydrant Maintenance Workers for the Department of Fire and EMS. The current pay rate for Seasonal Fire Hydrant Maintenance Workers is \$11.33 per hour and is in need of adjustment.

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring Nuisance and Ordering Abatement

Recommend ADOPTION of the Resolution.

Rationale:

This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

9615 Dunraven Drive	510-0041-0234-00
11931 Hamilton Avenue	510-0011-0008-00
2773 Leota Lane	510-0023-0125-00
9743 Loralinda Drive	510-0052-0416-00
7054 Memory Lane	510-0074-0234-00
3502 Niagara Street	510-0112-0061-00
9182 Orangewood Drive	510-0053-0093-00
8240 Pippin Road	510-0063-0185-00
2815 Springdale Road	510-0042-0108-00
2827 Springdale Road	510-0042-0108-00
3650 Stone Creek Boulevard	510-0111-0338-00
2550 West Galbraith Road	510-0061-0413-00
3091 West Galbraith Road	510-0071-0079-00

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the ____ day of _____, 202_, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
9615 Dunraven Drive	510-0041-0234-00
11931 Hamilton Avenue	510-0011-0008-00
2773 Leota Lane	510-0023-0125-00
9743 Loralinda Drive	510-0052-0416-00
7054 Memory Lane	510-0074-0234-00
3502 Niagara Street	510-0112-0061-00
9182 Orangewood Drive	510-0053-0093-00
8240 Pippin Road	510-0063-0185-00
2815 Springdale Road	510-0042-0108-00
2827 Springdale Road	510-0042-0108-00
3650 Stone Creek Boulevard	510-0111-0338-00
2550 West Galbraith Road	510-0061-0413-00
3091 West Galbraith Road	510-0071-0079-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control, or removal of any vegetation, garbage, refuse, or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____, seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202__.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 2577 Bryneside Dr - 1 of 9
Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

2577 Byrneside Drive. Cincinnati, OH 45239
(OH) FDR2030, 1997, BLACK, CHEVY, BLAZER

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 2577 Byrneside Drive.
Cincinnati, OH 45239 – Parcel ID 510-0073-0104-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **2577 Byrneside Drive. Cincinnati, OH 45239 – Parcel ID 510-0073-0104-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **2577 Byrneside Drive. Cincinnati, OH 45239 – Parcel ID 510-0073-0104-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) FDR2030, 1997, BLACK, CHEVY, BLAZER

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

- a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie, Police Chief

Strategic Plan
Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter,
& Dumping

Resolution Declaring a Junk Motor Vehicle - 3201 Redfern Ct. - 2 of 9

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the
Following Property:

3201 Redfern Ct. Cincinnati, OH 45251

(N/A) N/A, UNKNOWN, UNKNOWN, HOMEMADE, BARCAR BUGGY

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 3201 Redfern Ct. Cincinnati, OH 45251– Parcel ID 510-0113-0353-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **3201 Redfern Ct. Cincinnati, OH 45251– Parcel ID 510-0113-0353-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **3201 Redfern Ct. Cincinnati, OH 45251– Parcel ID 510-0113-0353-00** to be inoperable, extensively damages, and at least three model years old:

A. **(N/A) N/A, UNKNOWN, UNKNOWN, HOMEMADE, BARCAR BUGGY**

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed.
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie, Police Chief

Strategic Plan
Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 3231 Deshler Dr - 3 of 9

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

3231 Deshler Dr. Cincinnati, OH 45251
(N/A) N/A, 2006, BLUE, CHRYSLER, 300

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 3231 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0221-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **3231 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0221-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **3231 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0102-0221-00** to be inoperable, extensively damages, and at least three model years old:

A. **(N/A) N/A, 2006, BLUE, CHRYSLER, 300**

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

- a. A general description of the vehicle to be removed.
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 3438 West Galbraith Rd - 4 of 9

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

3438 West Galbraith Rd. Cincinnati, OH 45239

(N/A) N/A, 2003, BLACK, AUDI, A4

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

**RESOLUTION DECLARING VEHICLE LOCATED AT 3438 West Galbraith Rd.
Cincinnati, OH 45239 – Parcel ID 510-0090-0016-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21**

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **3438 West Galbraith Rd. Cincinnati, OH 45239 – Parcel ID 510-0090-0016-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **3438 West Galbraith Rd. Cincinnati, OH 45239 – Parcel ID 510-0090-0016-00** to be inoperable, extensively damages, and at least three model years old:

A. **(N/A) N/A, 2003, BLACK, AUDI, A4**

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

- a. A general description of the vehicle to be removed.
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 8542 Neptune Dr - 5 of 9

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

8542 Neptune Drive. Cincinnati, OH 45231

1. (OH) FMP6352, 1996, WHITE, CADILLAC, SLS
2. (N/A) N/A, 1988, RED, NISSAN, MAXIMA
3. (OH) P160197, 2000, BLUE, JEEP, CHEROKEE

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 8542 Neptune Drive. Cincinnati, OH 45231– Parcel ID 510-0063-0276-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **8542 Neptune Drive. Cincinnati, OH 45231– Parcel ID 510-0063-0276-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **8542 Neptune Drive. Cincinnati, OH 45231– Parcel ID 510-0063-0276-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OH) FMP6352, 1996, WHITE, CADILLAC, SLS**
 - B. **(N/A) N/A, 1988, RED, NISSAN, MAXIMA**
 - C. **(OH) P160197, 2000, BLUE, JEEP, CHEROKEE**
2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed.
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 9238 Comstock Dr - 6 of 9

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

9238 Comstock Drive. Cincinnati, OH 45231

(OH) NO TAG, UNK, BLACK, CHEVY, CORVETTE

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 9238 Comstock Drive.
Cincinnati, OH 45231– Parcel ID 510-0053-0349-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **9238 Comstock Drive. Cincinnati, OH 45231– Parcel ID 510-0053-0349-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **9238 Comstock Drive. Cincinnati, OH 45231– Parcel ID 510-0053-0349-00** to be inoperable, extensively damages, and at least three model years old:

A. (OH) NO TAG, UNK, BLACK, CHEVY, CORVETTE

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

- a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Ed Cordie, Police Chief

Strategic Plan
Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 9752 Condor Dr - 7 of 9

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

9752 Condor Drive. Cincinnati, OH 45251

1. (OH) EIX8953, 1989, RED, PONTIAC, FIREBIRD
2. (OH) 9353XZ, UNK, FORMULA, BOAT and TRAILER

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 9752 Condor Drive. Cincinnati, OH 45251– Parcel ID 510-0102-0162-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **9752 Condor Drive. Cincinnati, OH 45251– Parcel ID 510-0102-0162-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **9752 Condor Drive. Cincinnati, OH 45251– Parcel ID 510-0102-0162-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OH) EIX8953, 1989, RED, PONTIAC, FIREBIRD**
 - B. **(OH) 9353XZ, UNK, FORMULA, BOAT and TRAILER**
2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 9753 Condor Dr - 8 of 9

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

9753 Condor Drive. Cincinnati, OH 45251

(N/A) N/A, 2005, BLUE, NISSAN, PATHFINDER

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 9753 Condor Drive. Cincinnati, OH 45251– Parcel ID 510-0102-0163-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **9753 Condor Drive. Cincinnati, OH 45251– Parcel ID 510-0102-0163-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **9753 Condor Drive. Cincinnati, OH 45251– Parcel ID 510-0102-0163-00** to be inoperable, extensively damages, and at least three model years old:

A. **(N/A) N/A, 2005, BLUE, NISSAN, PATHFINDER**

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

- a. A general description of the vehicle to be removed.
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 10836 Pippin Rd - 9 of 9

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

10836 Pippin Rd. Cincinnati, OH 45231

1. (N/A) N/A, 1990, RED, JAGUAR, XJS
2. (OH) PHC8042, 2002, WHITE, FORD, F-450
3. (OH) GUM1816, 1990, BLACK, MAZDA, 626

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 10836 Pippin Rd. Cincinnati, OH 45231– Parcel ID 510-0031-0712-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **10836 Pippin Rd. Cincinnati, OH 45231– Parcel ID 510-0031-0712-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **10836 Pippin Rd. Cincinnati, OH 45231– Parcel ID 510-0031-0712-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(N/A) N/A, 1990, RED, JAGUAR, XJS**
 - B. **(OH) PHC8042, 2002, WHITE, FORD, F-450**
 - C. **(OH) GUM1816, 1990, BLACK, MAZDA, 626**
2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed.
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion to Authorize the Township Administrator to Sign an Agreement with YWCA of Greater Cincinnati
Recommend ADOPTION of the Motion.

Rationale:

The agreement allows the Township to accept \$28,569.46 in grant money as a sub-recipient of the YWCA. It funds our participation in their grant from the United States Justice Department Office on Violence Against Women. The Department has partnered with the YWCA for over 7 years as we help develop the Lethality Assessment protocol for domestic violence survivors.

SUBGRANT AGREEMENT NO. 15JOVW-22-GG-01831-ICJR-COLE

Between

YWCA of Greater Cincinnati

And

COLERAIN TOWNSHIP POLICE DEPARTMENT

for work performed under the

Office on Violence Against Women (OVW) ICJR Grant

Prime Award#: 15JOVW-22-GG-01831-ICJR

**CFDA #: 16.590 - Grants to Encourage Arrest Policies and Enforcement of
Protection Orders Program**

YWCA OF GREATER CINCINNATI

SUBAWARD AGREEMENT

No. 15JOVW-22-GG-01831-ICJR-COLE

THIS SUBGRANT AGREEMENT (the Agreement or the "Subgrant") is effective as of October 1, 2022, by and between (a) YWCA of Greater Cincinnati ("YWCA"), a nonprofit corporation organized under the laws of the State of Ohio, and (b) Colerain Township Police Department ("Subgrantee, or "COLE") pursuant to Grant Agreement 15JOVW-22-GG-01831-ICJR (the "Grant") awarded by the United States Department of Justice ("DOJ"), Office on Violence Against Women ("OVW" or "Funder") to YWCA to fund the OVW ICJR Program.

In consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Purpose of Subgrant

1.1 Purpose. YWCA hereby subgrants to Subgrantee those aspects of the Project described in the Project Description (the "Project Description") attached as Attachment 1. The Agreement funds shall be used exclusively for the purposes specified in the Project Description and Subgrant Budget (the "Budget"), Attachment 2. In the event funds subgranted hereunder are not used for these specified purposes within the terms of this Agreement, as it may be modified from time to time, such funds shall be returned by Subgrantee to YWCA.

The following documents are hereby incorporated and attached as an integral part of this Subgrant:

Attachment 1 -- Project Description

Attachment 2 -- Subgrant Budget

Attachment 3 - Financial Report and Invoice Format

Attachment 4 -- Applicable US Government law and Regulatory Provisions

Attachment 5 -- Applicable DOJ/OVW Terms and Conditions

Attachment 6 -- Standards for Financial Management Systems

Section 2. Amount of Subgrant and Payment

2.1 Total Amount of Subgrant. The total amount of funds available for the duration of this Agreement is **\$28,569.46**, contingent upon funding of the Grant by Funder and the satisfactory progress of Subgrantee in the performance of the activities contemplated by this Agreement. In the event Funder makes changes to the Grant, which affect YWCA's underlying award amount, YWCA retains the right to make adjustments to the amount YWCA awards to Subgrantee pursuant to this Subgrant. Any adjustment shall not be retroactive and Subgrantee shall be reimbursed for work completed prior to receiving notification of any adjustment(s).

2.2 Amount Obligated. YWCA hereby obligates the amount of **\$28,569.46** for the performance of this Agreement in accordance with the Budget. YWCA shall not be liable to Subgrantee for any costs in excess of the obligated amount.

2.3 Payment. Payment shall be made to Subgrantee in the form of monthly reimbursements and in accordance with the provisions of 2 CFR 200.305.

Reimbursements shall be released by YWCA within thirty (30) days of receipt of Subgrantee's complete and correct monthly financial reports in accordance with Section 5.1, if any only if Subgrantee has also submitted the most recent performance narrative report in accordance with Section 5.2 below.

2.4 No Commingling. Funds provided to Subgrantee under this Agreement shall not be commingled with other funds owned or controlled by Subgrantee. Subgrantee must be able to account for the receipt, obligation and expenditure of funds received under this Agreement.

Section 3. Term and Termination

3.1 Term. The term of this Agreement is from the date first written above through and including September 30, 2025, or such earlier date upon which the Agreement is terminated pursuant to this Section 3 (the "Termination Date").

3.2 Suspension or Termination by YWCA. This Agreement may be suspended or terminated by YWCA in whole or in part at any time immediately by written notice to Subgrantee (a) in accordance with 2 CFR 200.339; (b) in accordance with Section 8 of this Agreement; (c) in the event that the Funder directs such course of action, or the Funder fails to fund, terminates or suspends the Grant for any reason; or (d) in the event that Funder or YWCA determines that performance would be contrary to applicable law. Unless otherwise stipulated in writing by YWCA, any of Subgrantee's incurred costs after the date or receipt of the written notice shall be considered disallowed.

3.3 Termination by Either Party. Either party may terminate this Agreement for reasonable cause upon thirty (30) days written notice to the other party, unless the other party provides a reasonably acceptable written plan of correction within the 30-day notice period. Reasonable cause includes without limitation (a) material violation of this Agreement by the other party; (b) in the case of YWCA, the inability of Subgrantee to carry out the purposes of this Agreement in a satisfactory or timely manner in the reasonable judgment of YWCA; or (c) any act or omission by the other party exposing the terminating party to liability for personal injury or property damage.

3.4 Return of Disallowed Costs. Agreement funds shall be used exclusively for the purposes specified in the Project Description and Subgrant Budget. In the event funds subgranted hereunder are not used for these specified purposes within the term of this Agreement, such funds shall be returned by Subgrantee to YWCA and must be returned no later than thirty (30) days following the expiration or Termination Date of the Agreement.

3.5 Effect of Termination. The following rights, obligations and provisions shall survive termination: (1) the right of YWCA or Funder to disallow costs and recover funds pursuant to 2 CFR 200, the terms of this Agreement, or on the basis of a later audit or review; (2) the obligation of Subgrantee to return any funds due as a result of later valid refunds, corrections or other transactions; (3) Sections 5.6, 6.2, 6.5,

6.6, 7.7, 7.8, and 7.10; and any provision of this Agreement that clearly provides for performance following the Termination Date.

Section 4. Term and Termination

4.1 Budget. The Budget for this Agreement is set forth in Attachment 2. Subgrantee shall not exceed the obligated amount as set forth in Section 2.2 above. Revisions to the Subgrant Budget shall be made only in accordance with 2 CFR 200.308 and the DOI Financial Guide.

4.2 Cost Principles. YWCA shall be obligated to make payments to Subgrantee under this Agreement solely for cost items included in the Subgrant Budget that are allowable under 2 CFR 200, Subpart E, Cost Principles.

4.3 Sufficiency of Financial Management System. Subgrantee's financial management system shall meet federal standards as described at 2 CFR 200.302 and outlined in Attachment 6 hereto.

4.4 Indirect Cost Rate. No indirect cost rate shall be charged by Subgrantee under this Agreement.

4.5 Program Income. Any program income earned from Project activities during the term of this Agreement shall be deducted from Subgrantee's total allowable costs in accordance with 2 CFR 200.307(e)(1).

4.6 Cost Sharing. Cost sharing/matching of the Agreement funds by Subgrantee is not required by this Agreement.

4.7 Line Item Flexibility. Subgrantee must obtain the prior written approval of YWCA before making shifts in budget line items that, in the aggregate, would exceed 10% of the last approved total Budget.

4.8 No Supplanting. If Subgrantee currently has other active awards of federal funds, or if Subgrantee receives any other award of federal funds during the period of performance of this Subgrant, Subgrantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Subgrant. If so, Subgrantee must promptly notify YWCA in writing of the potential duplication and, if so requested, work with YWCA on submission to the Funder of a budget modification or change in scope of work to eliminate any inappropriate duplication of funding.

4.9 Compliance with General Appropriations Law. Subgrantee must comply with all applicable restrictions on the use of federal funds set forth in the federal appropriations statutes. Pertinent restrictions are found on OVW's website. Should a question arise as to whether a particular use of federal funds by Subgrantee might fall within the scope of an appropriations-law restriction, Subgrantee is to contact YWCA for guidance, and may not proceed without the express prior written approval of YWCA.

Section 5. Reporting and Evaluation

5.1 Financial Reports

(a) Within five (5) business days (unless otherwise arranged with the finance contact(s) provided in Section 7.9) of the end of each month, Subgrantee shall submit in electronic form, a completed Subgrantee Financial Report and Invoice in the form attached as

Attachment 3. or other format as may be approved by YWCA from time to time, together with any other financial reports as may be requested by YWCA. to the finance contact(s) provided in Section 7.9 below.

(b) Each financial report will analyze Subgrantee spending for the preceding period as compared to the line-item budget established and submitted in the Subgrant Budget. Each report must indicate:

(i) The amount budgeted for each line item, the amount expended against each line as of the date of the report, and the resulting balance remaining in each line; totals will be shown for each of the three columns;

(ii) Subgrant funds received during the period of the report, the amount of expenditures against such funds, the purpose of expenditures of such funds, and the balance of funds remaining and unspent; and

(iii) As required by Funder, a breakdown of FTEs by job function.

(c) Subgrantee agrees to provide documentation to support invoiced expenses, as requested by YWCA.

(d) YWCA will withhold the last payment until it has accepted the final financial and program reports and verified that no disallowed costs are remaining.

(e) Subgrantee shall also promptly provide to YWCA any additional financial information and/or report that may be requested by Funder.

5.2 Program Narrative Reports. Within **ten (10)** days of the end of each **monthly** period, Subgrantee shall submit to the programmatic contact(s) set forth in Section 7.9: a program narrative report that briefly presents the information required in 2 CFR 200.328; performance data reflecting services delivered; and any additional programmatic information and/or report that may be required by Funder. Performance data and program narrative reports shall be submitted in the format as provided by YWCA

5.3 Special Reports. Between the required narrative reporting dates, events may occur that have significant impact upon the Project Description or the overarching Project. In such instances, Subgrantee shall inform the programmatic contact(s) set forth in Section 7.9 within fifteen (15) days of events that may have a significant impact upon the Project Description or overarching Project or as soon as possible after a significant impact becomes known, whichever comes first. including, but not limited to the following:

(a) Problems, delays or adverse conditions that will materially affect the ability to attain Project Description objectives, prevent the meeting of time schedules and goals or preclude the attainment of Project Description targets by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any YWCA assistance needed to resolve the situation.

(b) Favorable developments or events that enable time schedules to be met sooner than anticipated or targets to be exceeded or met sooner than originally projected.

5.4. Final Reports

(a) Within thirty (30) days after the expiration date of this Agreement, Subgrantee shall submit to YWCA the Final Program Narrative Report, including a summary of Project activities and performance data for the term of the Agreement and in the format as provided by YWCA. The report shall be submitted to the programmatic contact(s) set forth in Section 7.9.

(b) Within thirty (30) days after the expiration date of this Agreement, Subgrantee shall also submit to YWCA the Final Financial Report, to the finance contact(s) in Section 7.9. In addition to the information set forth in Section 5.1, this report must include:

(i) Statement of income and expenses for the Subgrant or a report that identifies whether funds received have been fully expended or whether unspent funds remain.

(ii) Balance sheet or a report that shows all project assets have been liquidated, outstanding debts paid and any pending obligations to or from YWCA.

(iii) Details on the status (location, condition), market value and disposition plans of all equipment and supplies procured using Agreement funds.

5.5 Labor Reports. Subgrantee shall ensure the correct and timely preparation and retention of personnel time records, which may include utilization of a timekeeping system. Personnel costs charged to the Sub grant shall be based on actual hours worked and not on allocated percentages in the Budget. Such personnel time records will be retained according to Subgrantee policies and in alignment with the requirements of 2 CFR 200, Subpart D.

5.6 Audit. For any of Subgrantee's fiscal years included in whole or in part within the term of this Agreement in which Subgrantee expends more than \$750,000 in US Government funding, either as a direct recipient or a subrecipient, Subgrantee shall submit an audit of such funding in accordance with the requirements of 2 CFR 200, Subpart F, within thirty (30) days of receipt of its final audit report. Subgrantee shall submit the report of such audit to the finance contact(s) set forth in Section 7.9, including all management letter comments, findings or adjustments that are applicable to this Agreement.

For any of Subgrantee's fiscal years included in whole or in part within the term of this Agreement, Subgrantee shall submit audited financial statements to the finance contact(s) set forth in Section 7.9 within thirty (30) days of receipt of its final audited financial statements.

Sub grantee agrees that YWCA may withhold Subgrant funds or impose other requirements if Subgrantee does not satisfactorily and promptly address outstanding issues from audits required by 2 CFR 200 or by the terms of this Agreement, or other outstanding issues arising in connection with audits, investigations or reviews of Subgrantee's use of Subgrant funds.

Section 6. General Provisions

6.1 Special Subgrant Award Conditions. Pursuant to 2 CFR 200.205 and 200.207, special conditions may be added to this Agreement, along with the reason why the additional requirements are being imposed, the nature of the corrective action needed, the time allowed for completing the corrective actions, and

the method for requesting reconsideration of the additional requirements imposed. Any special conditions will be promptly removed in writing by YWCA once the conditions that prompted them have been removed.

6.2 Records and Access. In accordance with 2 CFR 200.333-337, Subgrantee shall retain all grant related records and any substantiating documentation, such as, but not limited to, bills, invoices, cancelled checks, receipts, general accounting ledger, personnel time records, programmatic and financial reports, and any other records pertinent to this Agreement. During which time, YWCA or its authorized representatives, the Funder, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, including external auditors, during normal working hours, shall have free and full access to inspect, audit and make extracts from such books and records. YWCA may request the transfer of certain records to YWCA or its authorized representatives if YWCA determines that the records possess long-term retention value related to this Agreement and Subgrantee no longer requires such records for performance of this Agreement.

6.3 Closeout Procedures. Subgrantee shall comply with the closeout procedures specified in 2 CFR 200, the DOJ Financial Guide, and any closeout instructions received by the Subgrantee from YWCA.

6.4 Monitoring and Evaluation. YWCA will conduct certain monitoring and evaluation activities, in its discretion, in order to assure that Subgrantee is accomplishing its activities under the Project as set forth in this Agreement and expending funding pursuant to the terms and conditions of this Agreement and applicable laws or regulations. Subgrantee consents to these monitoring and evaluation activities and agrees to cooperate with YWCA and its designees in the exercise of these activities. Subgrantee also consents to any monitoring and evaluation activities conducted by Funder and agrees to cooperate with Funder and its designees in the exercise of these activities.

6.5 Equipment and Supplies. As set forth in 2 CFR 2800.313 and 2 CFR 2800.314, title to any equipment and supplies purchased with Subgrant funds shall vest in the nonprofit organization or criminal justice agency that purchased the property if such nonprofit or agency certifies to the appropriate state office that it will use the property for criminal justice purposes. The state office is identified in Section 808 of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. If such certification, as described above, is not made, title to the property shall vest in the state office.

6.6 Intellectual Work and Data Rights.

(a) Pursuant to 2 CFR 200.315(b), Subgrantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Agreement. YWCA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for public purposes, and to authorize others to do so.

(b) Funder also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by Subgrantee, for federal purposes, and to authorize others to do so.

(c) Subgrantee must obtain advance written approval from YWCA and also comply with all conditions required by Funder as communicated to Subgrantee by YWCA before: 1) using Subgrant funds to purchase ownership of, or a license to use, a copyrighted work; or 2)

incorporating any copyrighted work, or portion thereof, into a new work developed under this Agreement.

(d) Subgrantee shall ensure that the requirements of this Section are included in any subaward, contract or subcontract under this Agreement.

6.7 Use of Name/Logo

(a) Subgrantee shall not use any name, trademark, or logo, in whole or in part, or Funder, YWCA, any other YWCA-affiliated organization, or any of their employees in any advertisement, press release, publicity or other materials, printed or published, without the prior express written consent of YWCA or as required by law or by any governmental agency.

(b) YWCA shall not use any name, trademark, or logo or Subgrantee or its employees in any advertisement, press release, publicity or other materials, printed or published, with reference to this Agreement without the prior express written consent of Subgrantee or as required by law or any governmental agency.

6.8 Acknowledgement and Public Communications.

(a) Subgrantee agrees to submit a copy of all publications and other written materials or products that are developed by Subgrantee and funded under this Agreement to YWCA not less than **forty-five (45)** days prior to public release. Subgrantee shall not publicly release materials until approval is received from Funder via YWCA.

(b) All materials and publications resulting from Subgrant activities shall contain the following statements: "This project was supported by Grant No. 15JOVW-22-GG-01831-ICJR awarded by the Office on Violence Against Women, US Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the US Department of Justice."

6.9 Subgrants and Subcontracts. Subgrantee shall not subgrant or subcontract any portion of its responsibilities as a Subgrantee under the Project as described in the Project Description without the prior written consent of YWCA. Any subgrants or subcontracts shall be in compliance with 2 CFR 200 and the DOJ Financial Guide, as applicable. Notwithstanding the foregoing, Subgrantee may enter into contracts with vendors and service providers as required to conduct its normal operations and on customary business terms without the consent of YWCA.

6.10 Procurement. Subgrantee represents that its procurement system complies with:

(a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200, particularly 2 CFR 200.317 -326 "Procurement Standards;" and

(b) Federal laws, regulations, requirements applicable to procurements and other applicable federal guidance related to the procurement of goods and services with federal funds.

(c) As required by 2 CFR 200.321 specifically, Subgrantee agrees to take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

6. 11 Ethical Standards. Subgrantee shall conduct its business in accordance with the following ethical standards:

(a) Code of Conduct/Conflicts of Interest. In accordance with 2 CFR 200.318, Subgrantee must maintain written standards of conduct covering conflicts of interest and governing the actions of employees engaged in the selection, award, and administration of contracts. Subgrantee is also required to establish conflict of interest policies for federal awards. Any potential conflict of interest must be disclosed in writing to YWCA in accordance with Funder's policy.

(b)Mandatory Disclosure. Subgrantee must disclose in writing to YWCA or to the Funder any credible evidence of a violation of federal criminal law involving potential fraud, waste, abuse, or misconduct, including bribery or gratuity violations, potentially affecting the Subgrant. If Subgrantee reports directly to the Funder, it should be done by: 1) mail directed to the Office of Inspector General ("OIG"). US Department of Justice. Investigations Division, 950 Pennsylvania Avenue NW. Room 4706, Washington, DC 20530; 2) email to: oig.hotline@usdoj.gov; and/or 3) the DOJ OIG hotline at (800) 869-4499 (phone) or (202) 616-9881 (fax).

If Subgrantee has received a federal award including the Funder's term and condition outlined in Appendix XII to 2 CFR 200-Award Term and Condition for Recipient Integrity and Performance Matters, Subgrantee must rcpm1 certain civil, criminal, or administrative proceedings to the System for Award Management ("SAM"). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, including suspension and debarment.

(c) Prohibition on Requiring Certain Internal Confidentiality Agreements.

(i) Definitions. "Contract" has the meaning given in 2 CFR 200. "Contractor" means an entity that receives a contract as defined in 2 CFR 200. "Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the Subgrantee requires any of its employees or subrecipients to sign regarding nondisclosure of Subgrantee information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Subgrantee employees or subrecipients sign at the behest of a federal agency. "Subaward" has the meaning given in 2 CFR 200. "Subrecipient" has the meaning given in 2 CFR 200.

ii)Subgrantee must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a federal award to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information (for example, the DOJ OIG).

(iii) Subgrantee must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or

statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(iv) The prohibition in paragraph (ii) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(v) Subgrantee must include the substance of this provision, including this paragraph (v), in subawards and contracts under such awards.

6.12 Whistleblower Protections. Based on applicable provisions of 41 USC 4712, Subgrantee is prohibited from discriminating against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

6.13 Non-Discrimination. Subgrantee agrees that it is prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by Subgrant funds. Subgrantee will comply with the prohibitions in this Section 6.13.

6.14 Trainings and Conferences. Subgrantee understands and agrees that any training or training materials developed or delivered with Subgrant funds must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees available at <http://www.justice.gov/ovw/grantees>. OVW also has specific guidance regarding attendance at conferences including, but not limited to, cost limits, prior approval, and reporting requirements. In order to ensure compliance with OVW's specific requirements related to trainings and conferences, Subgrantee agrees to contact YWCA at least forty-five (45) days prior to the date of registration for any training or conference that has not already been approved. Upon contacting YWCA for prior approval, Subgrantee will provide: (i) a copy of the event's brochure, curriculum and/or agenda; (ii) a description of the hosts or trainers; and (iii) an estimated breakdown of costs. Subgrant funds budgeted for OYW-sponsored technical assistance may not be used for any other purpose without the prior written approval of OVW through YWCA.

6.15 Interaction with Minors. If a purpose of some or all of the activities to be carried out under this Subgrant is to benefit individuals under 18 years of age, Subgrantee must make determinations of suitability before individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

Section 7. Miscellaneous

7.1 Waiver and Amendment. Any changes, additions, or deletions to the terms and conditions of this Agreement shall be effective only when made in writing signed by the parties hereto; provided, however, that YWCA may unilaterally modify this Agreement by written notice to Subgrantee to reflect changes in any applicable federal statute, regulation, Executive Order, incremental funding, or

administrative changes that do not affect the substantive rights of the parties, or any unilateral modification of the Grant by Funder.

7.2 Assignment. Neither YWCA nor Subgrantee shall transfer or assign its interest in this Agreement, in whole or in part, without the written consent of the other party. All terms and conditions of this Agreement shall be binding upon the respective parties hereto, their personal representatives, successors, and assigns.

7.3 Governing Law. This Agreement shall be interpreted under the laws of the State of Ohio.

7.4 Entire Agreement. This Agreement contains the entire agreement of the parties related to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, between the parties not included herein shall be of any force or effect. This Agreement may be supplemented, amended, or modified pursuant to Section 7.1.

Should any provision of this Agreement be held to be invalid or unenforceable, such provision shall be deemed to be severable from this Agreement. Each of the Attachments hereto constitutes a part of this Agreement.

7.5 Dispute Resolution. The parties shall use their best efforts to amicably negotiate a resolution to any dispute-or claim arising under this Agreement.

The parties may decide to settle the dispute by mediation and each party shall bear its own costs and fees, including attorney's fees and expenses. The parties agree that a successful mediated settlement agreement may be converted to a judgment and enforced according to the governing rules of civil procedure.

This Agreement does not preclude either party from initiating litigation upon **ten (10)** days written notice to the other party. Any litigation under this Agreement shall be resolved in the courts of the State of Ohio or, if agreed to by the parties, in such other location that is acceptable to all parties.

7.6 Relationship of the Parties. YWCA and Subgrantee are independent contractors with respect to each other, and (a) neither YWCA nor Subgrantee is an agent of the other and the parties have no right or authority to enter into any contract or undertaking in the name of, or for the account of, the other party, or to create or assume any obligation of any kind, express or implied, on behalf of the other, except as specifically set forth herein; and (b) nothing in this Agreement shall be construed to create between the parties, or between a party and any employee of the other party, a relationship of employer-employee, joint ventures, partners, joint employers, or principal-agent.

7.7 Assumption of Liability; Indemnification.

(a) Subgrantee assumes liability for all loss, liability, damage, cost, and expense directly caused by, resulting from, or arising out of the operation or performance of, or the failure to perform, any duty, obligation, or activity on the part of Subgrantee or any of its subgrantees, subcontractors, directors, officers, agents, or employees in connection with this Agreement.

7.8 No Liability for Third Party Claims. Neither YWCA nor Funder assumes liability for any third party claims for damages arising out of this Agreement. YWCA recommends that Subgrantee consider purchasing insurance as appropriate.

7.9 Notices and Reports.

(a) Any notices or inquiries concerning the financial aspects of the Project and all financial reports required by Section 5, should be directed to:

Attn: Patricia Hassel
CFO
YWCA of Greater Cincinnati
898 Walnut St.
Cincinnati, OH 45202
Email: phassel@ywcacin.org

(b) Any notices or inquiries concerning the programmatic aspects of the Project, or the management thereof, and all programmatic reports required by Section 5, should be directed to:

Attn: Jennifer Milani
Director, Non-Residential Services
YWCA of Greater Cincinnati
898 Walnut St.
Cincinnati, OH 45202
Email: jmilani@ywcacin.org

(c) Any notices or inquiries concerning the administrative aspects of the Subgrant should be directed to:

Attn: Aaron Whitehead
Grants Manager
YWCA of Greater Cincinnati
898 Walnut St.
Cincinnati, OH 45202
Email: awhitehead@ywcacin.org

(d) Any notices to Subgrantee should be directed to

Attn: Nancy Spears
Colerain Township Police Department
4200 Springdale Road

Cincinnati, OH 45251

nspears@colerain.org

7.10 Confidential Information.

(a) Either party may receive confidential information of the other party in connection with the performance of this Agreement. Neither party shall disclose confidential information of the other party to any person or make use of such confidential information for its own purposes at any time without the owner's prior written consent: provided, however, that a party may disclose confidential information of the other party to its employees, agents, and consultants on a need-to-know basis provided that such employees, agents, and consultants are themselves subject to an obligation to keep such information confidential.

(b) Confidential information means, but is not limited to, any information (written, oral, or observed) relating to: (i) donors and potential donors; (ii) personally identifying information (e.g. beneficiaries, employees, etc.) with the understanding that some beneficiaries have specific statutory requirements related to confidentiality; (iii) business and strategic plans; (iv) financial information; or (v) information concerning a party's relationship with any governmental entity. Confidential information also includes information specifically designated in writing as confidential by the owner or information that the other party knows or reasonably should know is not generally known to the public. Notwithstanding the foregoing, confidential information does not include information that is generally known to the public or readily ascertainable from publicly available sources or information subject to disclosure under the Ohio Public Records Act or legally issued subpoena.

(c) Each party shall take steps necessary to enforce these obligations with respect to its employees. Nothing in this Agreement prohibits or constrains the lawful reporting of fraud, waste, or abuse under this Subgrant to a designated investigative or law enforcement representative of the federal or state governments authorized to receive such information.

(d) Subgrantee agrees to comply with confidentiality requirements as mandated by federal law regarding non-disclosure of victim personally identifying information ("PII"). This includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim PII and a procedure in the event of an actual or imminent breach of PII. YWCA must be contacted no later than **twelve (12)** hours after an occurrence of an actual breach or the detection by Subgrantee of an imminent breach of PII.

7.11 Legal Services. Subgrantee agrees not to use Subgrant funds to provide legal representation in civil or criminal matters, such as family law cases, housing cases, consumer law cases and others. Subgrant funds may be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, or stalking only in the limited context of protection order proceedings (either temporary or long term relief), or for limited immigration matters that may impact and affect a victim's ability to maintain safety.

7.12 SAM Registration. Subgrantee agrees that it has acquired a unique entity identifier as required for SAM registration. Subgrantee further agrees to maintain an active SAM registration throughout the period of this Agreement.

Section 8. Certifications

8.1 Debarment and Suspension. Subgrantee certifies, to the best of its knowledge and belief that the Subgrantee and each of its principals:

(a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency.

(b) has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state anti-trust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in paragraph (b) of this certification; or

(d) has not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

8.2 Certification Regarding Drug-Free Workplace. Subgrantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about –

(i) the dangers of drug abuse in the workplace;

(ii) the Subgrantee's policy of maintaining a drug-free workplace;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace:

(c) Making it a requirement that each employee to be engaged in the performance of the Subgrant be given a copy of the statement required by paragraph (a):

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Subgrant, the employee will -

(i) Abide by the terms of the statement: and

(ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Funder in writing within ten calendar days after receiving notice under paragraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within thirty calendar days of receiving notice under paragraph (d)(ii), with respect to any employee who is so convicted --

(i) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

8.3 Certification Regarding Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making or any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

8.4 Certification Regarding Trafficking in Persons. Subgrantee is required by 2 CFR 175 to provide an anti-trafficking certification. By signing this Agreement, Subgrantee, through its duly designated representative, after having conducted due diligence hereby certifies that:

(a) Its employees, under this Subgrant Agreement, will not --

(i) Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;

(ii) Procure a commercial sex act during the period of time that the Agreement is in effect; or

(iii) Use forced labor in the performance of this Agreement.

(b) Funder may unilaterally terminate this award, without penalty, if Subgrantee-

(i) Is determined to have violated a prohibition in paragraph (a) of this award term; or

(ii) Has an employee who is determined by the Funder official authorized to terminate the Agreement to have violated a prohibition in paragraph (a) of this award term through conduct that is either -

(1) Associated with performance under this Agreement; or

(2) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by Funder at 2 CFR 2867.

(c) Definitions, for purposes of this Agreement provision:

(i) "Employee" means either:

(1) An individual employed by Subgrantee who is engaged in the performance of the project or program under this Agreement; or

(2) Another person engaged in the performance of the project or program under this Agreement and not compensated by Subgrantee including, but not limited to, a volunteer or individual whose services are contributed by a third-party as an in-kind contribution toward cost sharing or matching requirements.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor

or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) "Private entity" means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. This definition includes:

- (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than a tribal organization that is included in the definition of Indian tribe at 2 CFR 175.25(b).
- (2) A for-profit organization.

(iv) "Severe forms of trafficking in persons," "Commercial sex act," and "Coercion" have the meanings given at Section 103 of the Trafficking Victims Protection Act, as amended (22 USC 7102).

8.5 Restrictions Regarding Non-Disclosure Agreements. By signing this Agreement, Subgrantee certifies that it does not require its employees or contractors to execute agreements or statements that prohibit or otherwise restrict the reporting of waste, fraud or abuse as described in Section 6.11(c) hereto.

IN WITNESS WHEREOF, the YWCA and Subgrantee have executed this agreement by its duly authorized representative as of the last date indicated below:

SUBGRANTEE

YWCA of Greater Cincinnati

By: 

By: _____

Date: 3/7/23

Date: _____

ATTACHMENT 1

PROJECT DESCRIPTION

Colerain Police Officers, when responding to a domestic violence call, conduct an on-scene investigation to determine if an offense occurred, who the primary aggressor is and any signs of physical injuries to the parties involved. If an arrest is made on the patrol level, all proper paperwork is filled out by patrol units as well as a YWCA form. Patrol Officers then contact a DVERT advocate to respond to the scene to speak with the victim and get the proper safety that the victim needs. On the investigation level, Det. Mirizzi will follow up with victims if needed, add additional charges to an incident and view all domestic violence cases that occur in Colerain Township. On the administrative level, Det. Mirizzi collects all YWCA forms, sends all domestic violence cases from Colerain Township to the YWCA, assists the YWCA with any follow ups for our cases that are reviewed by the YWCA and document all hours, cases and monthly domestic violence report Colerain Township Police Department will assist the Family Justice Center by educating new Officers about the program and continuing to educate current Officers as well. Colerain Police Department will assist any citizen or tourist of Colerain Township with any information that they have about domestic violence and safety in the household while on scene of domestics or walk-ins at our PD. Officers will carry Women Helping Women pamphlets to hand out to anyone that needs more information about what individuals can do to get help and what other organization have to offer. The Family Justice Center is a great program and will be utilized here, in Colerain Township.

ATTACHMENT 2**Subgrant Budget****Budget Summary:**

Budget Category	Amount
A. Personnel	\$23,904.50
B. Fringe Benefits	\$2,067.74
C. Travel	\$0
D. Equipment	\$0
E. Supplies	\$0
F. Construction	\$0
G. Consultants/Contracts	\$0
H. Other	\$0
Total Direct Costs	\$25,972.24
I. Indirect Costs	\$2,597.22
TOTAL PROJECT COSTS	\$28,569.46
Non-Federal Amount	\$0

Budget Detail:**Personnel:**

Program Manager/Advocate Davina Cooper (50% of time)

Name	Year	% of Time	Base Salary	Cost
Det. Taylor	Year 1	10%	\$77,250.00	\$7,725.00
Det. Taylor	Year 2	10%	\$78,795.00	\$7,879.50
Det. Taylor	Year 3	10%	\$83,000.00	\$8,300.00
TOTAL				\$23,904.50

Fringe Benefits:

Fringe Category	Rate	Amount	Cost
FICA/Payroll Tax	7.65%	\$23,904.50	\$1,828.69
Worker's Comp.	0.0722%	\$23,904.50	\$239.05
Ohio Unemployment	2.20%	\$0	\$0
Health Insurance	50%	\$0	\$0
TOTAL			\$2,067.74

ATTACHMENT 3
SUBGRANTEE FINANCIAL REPORT & INVOICE FORMAT

To be provided by email in electronic format

ATTACHMENT 4

APPLICABLE US GOVERNMENT LAW AND REGULATORY PROVISIONS

Please note that all references to "grantee," "recipient" or the like shall mean Subgrantee. and all references to "federal awarding agency," "grant officer," "agreement officer," "the government" or the like shall mean YWCA.

2 CFR 200 -UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS - <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

2 CFR 2800 -UNIFORM ADMINISTRATIVE: REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS BY THE DEPARTMENT OF JUSTICE - <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-XXVIII/part-2800>

28 CFR 42 -NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY; POLICIES AND PROCEDURES - <https://www.ecfr.gov/current/title-28/chapter-I/part-42>

28 CFR 38 -PARTNERSHIPS WITH FAITH-BASED AND OTHER NEIGHBORHOOD ORGANIZATIONS - <https://www.ecfr.gov/current/title-28/chapter-I/part-38>

28 CFR 54 -NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE - <https://www.ecfr.gov/current/title-28/chapter-I/part-54>

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 - <https://www.congress.gov/bill/113th-congress/senate-bill/47>

AND OVW'S IMPLEMENTING REGULATIONS AT 28 CFR 90 - <https://www.ecfr.gov/current/title-28/chapter-I/part-90>

OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968 - <https://www.ojp.gov/ncjrs/virtual-library/abstracts/omnibus-crime-control-and-safe-streets-act-1968#:~:text=The%20Omnibus%20Crime%20Control%20and,at%20all%20levels%20of%20government.>

ATTACHMENT 5

APPLICABLE DOJ/OVW TERMS AND CONDITIONS

DOJ FINANCIAL GUIDE

<https://ojp.gov/financialguide/doj/pdfs/DOJFinancialGuide.pdf>

GENERAL APPROPRIATIONS LAW – RESTRICTIONS ON USE OF FEDERAL AWARD FUNDS (AWARD CONDITION)

<https://www.justice.gov/ovw/grantees#award-conditions>

DOJ/OVW SPECIAL CONDITIONS

(Attached)

ATTACHMENT 6

STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Subgrantee's financial management systems should provide for the following:

- (1) Accurate, current, and complete disclosure of the financial results of the Subgrant.
- (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to all federal awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Subgrantee shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
- (4) Comparison of outlays with budget amounts. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to minimize the time elapsing between the transfer of funds to Subgrantee and the payment by Subgrantee of outstanding obligations.
- (6) Written procedures for determining the reasonableness, allocability, and allowance of costs in accordance with the provisions of this Agreement.
- (7) Accounting records, including cost accounting records that are supported by source documentation.

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Recommend ADOPTION of the Motion.

Motion to Authorize the Township Administrator to Execute an Agreement with TargetSolutions Learning, LLC
Recommend ADOPTION of the Motion.

Rationale:

TargetSolutions Learning, LLC is the parent company of Guardian Tracking. The Police Department has used Guardian Tracking since 2015 to computerize the documentation of incidents such as quarterly reviews, officer involved incidents, positive community contacts, letters of recommendations, sick time usage, etc. This is instrumental management software for the department. The agreement's term is 36 months.

TargetSolutions Learning, LLC Agreement Schedule A

Date: Wednesday, March 8, 2023

Client Information

Client Name: Colerain Township Police Department (OH)	
Address: 4200 Springdale Road Colerain Township, OH 45251	
Primary Contact Name: Nancy Spears	Primary Contact Phone: (513) 321-2677

Agreement Term

Effective Date: 02/10/2023	Initial Term: 36 months
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Invoicing Contact Information

Billing Contact Name: Nancy Spears		
Billing Address: 4200 Springdale Road Colerain Township, Ohio 45251		Billing Phone: (513) 321-2677 Billing Email: nspears@colerain.org
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
VGS-GTEPMS	Guardian Tracking	Annual Subscription for Guardian Tracking -- Employee Performance Management Software	90	\$23.00	\$2,070.00

Annual Total: \$2,070.00

Grand Total: \$2,070.00

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 15.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

4200 Springdale Road
Colerain Township, OH 45251

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties") and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. SERVICES. We shall provide the following Software as a Service ("Services"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "Services") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "Named User" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement; or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the “**Expiration Period**”). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED “AS IS,” AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("User Generated Content") that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you ("Our Other Customers"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Colerain Township Police Department (OH)
4200 Springdale Road
Colerain Township, OH 45251

By: _____

By: _____

Printed Name: Greg Sheehan

Printed Name:

Title: Team Leader-Government Solutions

Title:

Date: _____

Date: _____

Nancy Spears

From: Parker Curtis <parker.curtis@vectorsolutions.com>
Sent: Wednesday, March 8, 2023 10:04 AM
To: Nancy Spears
Subject: RE: Quote For Guardian Tracking
Attachments: Colerain Township Police Department (OH) Client Agreement.pdf

Good morning Nancy,

Sorry for the delay getting this over to you. I have updated our records with the information you provided. Attached is the renewal agreement/quote for Guardian Tracking. Review it, have it signed and return to me as soon as possible. Please make sure to return the entire document and not just the signature page.

Let me know if there are any questions.

Best,
Parker

From: Nancy Spears <nspears@colerain.org>
Sent: Thursday, March 2, 2023 3:03 PM
To: Parker Curtis <parker.curtis@vectorsolutions.com>
Subject: RE: Quote For Guardian Tracking

Parker

This looks good to the bosses. If we need to have a contract signed is it possible to get that today – we have a Board meeting coming up and need to add this to the agenda in the morning.

Let me know!

Nancy

From: Parker Curtis <parker.curtis@vectorsolutions.com>
Sent: Thursday, March 2, 2023 2:06 PM
To: Nancy Spears <nspears@colerain.org>
Subject: Quote For Guardian Tracking

Good afternoon Nancy,

I'm stepping into a meeting here in a few minutes but wanted to get this over to you. I spoke with my supervisor yesterday and I think we have something that might work. Last year you had 52-ish licenses and paid \$23 a license which is what was budgeted for this year. You want to go up to 90 licenses total but are separating from the township because they aren't continuing service. After discussion we are ok with keeping your rate the same for this year on a per license basis but have you pay for the 90 total that you need for this year. That would make renewal this year \$2,070.00. Then we can do a gradual increase over the next two years to help raise your total closer to what it should be. Below is the break down of what we are proposing.

Year 1 (this year): \$2,070.00

Year 2: \$2,380.50

Year 3: \$2,856.60

Look this over, let me know if this works and I'll then get over to you what we need to proceed with renewal.

Best,



Parker Curtis

Renewal Manager

Direct: [812-558-0551](tel:812-558-0551)

parker.curtis@vectorsolutions.com

Follow me on **LinkedIn**.



CONFIDENTIAL: This email thread is intended solely for the use of the individual(s) to whom it is addressed, and to any respective agents or employees with an express or implied need to review (each an "Authorized Recipient"). If we are parties to or subject to a nondisclosure agreement with each other, the contents of this email thread and any current or subsequent attachments hereto shall be considered marked as confidential, proprietary, or otherwise protected from disclosure in accordance with those terms. If you are not an Authorized Recipient, you are hereby notified that this email thread is intended to be private and confidential, and that any dissemination, distribution, or copying is strictly prohibited. If you believe you have received this communication in error, please immediately notify me by contacting me via my email address.

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PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion to Authorize the Township Administrator to Purchase Needed Canine Items
Recommend ADOPTION of the Motion.

Rationale:

With the donation from The Matt Haverkamp Foundation of a new dual purpose police service dog, the department needs to purchase a quality kennel to be installed at the new handlers' residence. This will secure our asset at their residence and ensure the k9 is restricted to a designated area. This purchase will be approximately \$10,000.

With the purchase of our new therapy k -9, Raina - the department needs to purchase a way to secure our asset. Unlike a dual purpose police service dog where we need to ensure the safety of others from the k9, with a therapy dog, we need to ensure the safety of Raina from other threats. The approach of this program requires her to be off leash and act independently, which is the complete opposite of a dual-purpose police service dog. The recommended action is to purchase a fence at the handler's residence. This purchase will be approximately \$6,500.

PUBLIC SERVICES

Department: Administration

Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping
Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets
Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion to Approve Enabling Legislation for ODOT Project 113851 and to Authorize the Township Administrator to Execute all Related Agreements

Rationale:

Attached is the enabling legislation that is required for ODOT to commence the Colerain Avenue Streetscape project which will result in improvements on Colerain Avenue from Jonrose to Shadycress. This project has received grant funding from numerous sources and will result in traffic improvements and aesthetic improvements along Colerain Avenue. ODOT has provided the attached legislation that they request be adopted without changes. This motion would authorize the Township Administrator and Fiscal Officer to sign these documents to allow ODOT to officially bid the project and oversee all construction.

More details on this capital project can be found here:

<https://stories.opengov.com/coleraintownshiphamiltonoh/published/UTO1gtcGjCh>.

FINAL RESOLUTION

The following Final Resolution enacted by the Board of Township Trustees, **Colerain** Township, **Hamilton** County, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **27th day of April, 2021**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of reconstructing sidewalks and curbs on both sides of Colerain Avenue (U.S. Route 27) from Jonrose Avenue to Shadycrest Drive, including, pavement, curbs, sidewalk, curb ramps, pavement marking, drainage, lighting, landscaping, and retaining walls, lying within Colerain Township, Hamilton County; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The Township agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the township limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **Two Million Sixty-Eight Thousand Eighty-Three and - - - - 00/100 Dollars, (\$2,068,083.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Two Million Sixty-Eight Thousand Eighty-Three and - - - 00/100 Dollars, (\$2,068,083.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Township Administrator** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 20____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of _____, 20____.

Legislative Authority of the
Board of Township Trustees
Colerain Township, Hamilton County, Ohio

Township Administrator

SEAL
(If Applicable)

Clerk (Secretary Ex-Officio)

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$2,068,083.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **U.S. Route 27**, more particularly described as follows:

The project consists of reconstructing sidewalks and curbs on both sides of Colerain Avenue (U.S. Route 27) from Jonrose Avenue to Shadycrest Drive, including, pavement, curbs, sidewalk, curb ramps, pavement marking, drainage, lighting, landscaping, and retaining walls, lying within Colerain Township, Hamilton County; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of **Colerain** Township, **Hamilton** County, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 20____.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the
Board of Township Trustees
Colerain Township, **Hamilton** County, Ohio

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of Township Trustees, **Colerain** Township, **Hamilton** County, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of reconstructing sidewalks and curbs on both sides of Colerain Avenue (U.S. Route 27) from Jonrose Avenue to Shadycrest Drive, including, pavement, curbs, sidewalk, curb ramps, pavement marking, drainage, lighting, landscaping, and retaining walls, lying within Colerain Township, Hamilton County.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Two Million Sixty-Eight Thousand Eighty-Three and - - - 00/100 Dollars, (\$2,068,083.00).**
5. **The Township agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the township limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

Colerain Township, Hamilton County
4200 Springdale Road
Colerain Township, Ohio
45251

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, MS 4110
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

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

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

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL

(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

LOCAL PUBLIC AGENCY
Board of Township Trustees
Colerain Township, Hamilton County

Director of Transportation

Township Administrator

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

PUBLIC SERVICES

Department: Administration

Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping
Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets
Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion Authorizing the Township Administrator to Execute Agreement with Duke Energy for \$118,618 for Utility Relocations for Colerain Avenue Streetscape Project

Recommend ADOPTION of the Motion.

Rationale:

As mentioned at a prior meeting, there is a need for several utility poles to be relocated as part of the Colerain Avenue Streetscape project from Jonrose to Shady Crest. The attached is document from Duke, outlining cost of this work.

BILLING AUTHORIZATION

Job/Agreement No.

46403527

The Undersigned hereby agrees to pay the Utility Company indicated below for the work performed by the Utility Company pursuant to the above referenced Job/Agreement or, in the event of no referenced Job/Agreement No., for the work described below. The amount specified below is a **preliminary estimate** and the final amount due may be more or less than the preliminary estimate depending upon actual costs of the work performed determined by the Utility Company upon completion of all related work for this project. The entire amount shall be due upon receipt of the final invoice for the referenced Job/Agreement No.

The Final Invoice Amount will be the Actual Cost of the Job
Based on Time and Material

The Preliminary Estimate of Job =

\$118,618

Utility Company

Utility Company Representative

☒ Duke Energy - Ohio

☐ Duke Energy - Kentucky

☐ Duke Energy - Indiana



Chris Tepe

ESTIMATE GOOD FOR 60 DAYS FROM :

3/21/2023

If work is not performed within sixty (60) days of the Preliminary Estimate, please call for an updated estimate

Description and Location of Work:

Duke electric distribution to rearrange overhead facilities to accommodate road improvement HAM-27-1109 PID 113851.

Invoice To: Jeff Weckbach

Street Address: 4200 Springdale Rd.

City: Cincinnati

State: OH

Zip: 45251

Attn: Jeff Weckbach

Phone: 513-923-5016

Signature: _____

Date: _____

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphany Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Motion Authorizing the Township Administrator to execute an agreement with The Nepali Language and Arts Center for the use of designated areas of Dravo Park for recreational purposes on a long-term basis.

Recommend ADOPTION of the Motion.

Rationale:

Over the last several years, staff has permitted special use of Dravo Park to the Cricket Club of The Nepali Language and Arts Center, an Ohio Not-for-Profit Corporation, for the operation of adult and youth cricket contests. The relationship has been favorable and staff has recognized an opportunity to partner with the organization on a long-term basis. This partnership will provide added value to the use of the park and offer the community an alternative recreational opportunity that would otherwise not be possible. This Agreement would commence on April 12, 2023 and terminate on December 31, 2025, unless terminated sooner as provided in Sections 11 and 12 of the attached agreement. This project has been identified in the 2023 Strategic Plan under goal number four - "Continuously Improve the Operations of the Township".

LEASE AGREEMENT

This Lease Agreement (the "Lease" or "Agreement") is made by and between The Nepali Language and Arts Center (the "Organization") an Ohio Not-For-Profit Corporation, and the Colerain Township Board of Trustees (the "Township" or "Colerain Township") whose mailing address is 4200 Springdale Road, Cincinnati, Ohio 45251.

WITNESSETH

WHEREAS, Colerain Township is the owner of real property located at venue, 9225 East Miami River Road, Cincinnati, Ohio 45247, commonly known as Dravo Park ("Dravo Park" or the "Park");

WHEREAS, said Park is located in Colerain Township, Hamilton County, Ohio;

WHEREAS, Colerain Township and the Organization have worked together to develop portions of the park property as a cricket pitch, funded and installed by the Organization; and

WHEREAS, The Organization will lease designated areas of Dravo Park for recreational purposes; and

WHEREAS, The Organization is an Ohio Not-For-Profit Corporation which operates adult and youth cricket leagues, matches, and tournaments; and

WHEREAS, The Organization wishes to lease the designated areas at the Park for use by its organization for cricket matches, practices, and tournaments; and to maintain and improve the fields and facilities at Dravo Park;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth, Colerain Township and Organization hereby agree as follows:

1. Demised Park. In consideration of the delegations of the Organization to maintain the Park, the improvements to be made by the Organization to the fields and facilities of the Park, and the covenants, terms and conditions to be kept and performed by the Organization as provided herein, Colerain Township hereby leases an area of the park identified as Area A & B on Exhibit B attached hereto to the Organization and the Organization leases said area of the Park from Colerain Township.
2. Use of Park. The Organization will use the Park for purposes of athletic and recreational purposes and for no other purpose without Colerain Township's prior written consent.
3. Term. This Agreement shall commence on April 12, 2023 and terminate on December 31, 2025, unless sooner terminated as hereinafter provided in Sections 11 and 12. This lease supersedes and replaces any and all prior leases between the parties.
4. Leasehold Improvements.
 - a. *Prior Approval Required/Removal of Unapproved Improvements:* With the prior written approval of the Township, the Organization shall have the right to make improvements, alterations, and additions to the buildings, equipment, fencing, fields, parking lots, landscaping signs, and fixtures (hereinafter referred to collectively as "improvements" or individually as "improvement"). Several of these improvements have been identified in the concept plan on Exhibit C. Any improvement placed or constructed on the Park without the expressed, written permission of Colerain Township, without completion of forms required by the Township, without proper

permits, or contrary to the specifications and approvals of Colerain Township may be removed and/or demolished without notice and at the Organization's expense. Colerain Township shall have no liability to the Organization for the removal or demolition of improvements pursuant to this section.

- b. *Improvements to be at The Organization Expense:* All improvements to the Park by the Organization shall be completed at the Organization's sole cost and expense, including but not limited to the design fees, permitting fees, purchase, installation and delivery costs of materials, and all labor costs, except as provided in Section 11 of this Agreement. Colerain Township may elect to pursue joint grants or other funding sources to make improvements to the park when it is in the best interest of the Township.
- c. *Permits Required:* The Organization shall obtain all necessary building and zoning permits from Hamilton County and Colerain Township, if required, before commencing any work or placing any equipment or improvement on the Park.
- c. *Approval of Contractors/Workers' Compensation & Volunteer Waivers Required:* The contractor(s) chosen to perform any work on the Park must be approved in advance by the Township, and the installation, construction and/or other work performed pursuant to this section shall be subject to inspection by the Township. The Organization shall ensure that all persons working in or on the Park are either covered by Worker's Compensation Insurance or are volunteers who have executed a volunteer waiver form prior to performing any work in or on the Park.
- d. *Releases of Liens:* The Organization shall obtain releases of material, men/mechanics liens for all work performed or materials provided for improvements to the Park for which a material, man or mechanics lien could be filed.
- f. *Completion/Maintenance of Improvements Once Commenced:* Unless otherwise agreed by the parties in writing, the Organization understands and agrees that all improvements placed or constructed on the Park must be completed within the time required by the permits issued by Hamilton County or within six (6) months of receipt of such permits if no such completion deadline is provided. Once the Organization commences any work on the Park, it must maintain the construction area in a safe and orderly manner. In the event of a work stoppage for any reason, the Organization must immediately notify Colerain Township of the work stoppage and the anticipated duration of such stoppage so that Colerain Township can determine the condition in which the Organization may leave the construction area during the work stoppage.
- g. *Ownership of Improvements:* All improvements placed on the Park by the Organization shall at all times be and remain the property of Colerain Township, unless it is otherwise mutually agreed in writing prior to the construction or placement of the improvement on the Park.
- h. *Storage Facilities/Insurance:* While not existing at the time of this contract, in the event that the Organization requests and is granted permission to construct and maintain a storage facility or storage facilities on the Park, any equipment or materials stored on the Park property must be stored completely and neatly in the storage facility. As such, since a storage facility does not exist, it is understood that equipment and materials are not to be stored outside. No equipment or materials other than those utilized for field maintenance or athletic events may be stored in any storage facility without the expressed, written permission of Colerain Township. All storage facilities must be secured with a lock and key. The Organization will provide Colerain Township with the name and telephone contact information of the person having control of the key or keys

required to open all storage facilities located on Township property.

Colerain Township reserves the right to inspect the contents of all storage facilities at any time and may remove locks in order to complete such inspections if the person identified by the Organization as having control of the key cannot be located.

The Organization shall obtain insurance to cover its storage facilities, materials, and equipment stored on Township property in amounts sufficient to cover their loss. Under no circumstances shall Colerain Township be responsible for replacing or repairing (or for reimbursing the costs of replacing or repairing) damaged or stolen storage facilities or equipment or materials stored therein. Colerain Township reserves the right to revoke permission previously granted to construct, install or locate a storage facility on Township property if it determines in its sole discretion that it is in the best interests of Colerain Township or its residents to do so.

- i. *Removal of Improvements:* Upon request of Colerain Township, the Organization shall remove any improvement placed or constructed on the Park after the effective date of this agreement. Except in circumstances where the Township requires earlier removal due to damages to the appearance or structure of the improvement, or unless otherwise agreed in writing, the Organization must remove the improvement placed or constructed on the Park within thirty (30) days of the request for its removal. After removal of the improvement, the Township shall restore the Park to its original condition. Any improvement which is not removed within thirty (30) days of the request for such removal shall be deemed abandoned by the Organization and shall thereupon become the absolute property of Colerain Township without compensation to the Organization.

The Organization shall have the right to remove any improvement which is agreed pursuant to this Agreement to be the property of the Organization at any time during the term hereof and/or within one hundred twenty (120) days after the expiration or sooner termination of this Agreement; provided, however that the Organization shall repair any damages to the Park caused by such removal and further provided that any such improvement which is not removed within the one hundred twenty day period after the expiration or sooner termination of this Agreement shall be deemed abandoned by the Organization and shall thereupon become the absolute property of Colerain Township without compensation to the Organization, and the Organization shall not be required on such abandonment to restore the Park to its original condition.

5. Maintenance, Repair, and Care of Park by The Organization.

- a. *General Maintenance of Park and Grounds:* The Organization will be solely responsible for maintaining the Park for athletic and recreational purposes according to the schedule attached hereto as Exhibit A. The Organization shall be responsible for mowing and string trimming the Park at such intervals and times as are necessary to keep the Park neat and orderly and in a safe condition for all recreational activities. This mowing is outside of the regular mowing conducted by the Township that is required for competition level events that require a lower grass length. The Organization is responsible for maintaining the Park year around for Areas A & B as identified in Exhibit B.

The Township shall not supervise the mowing and trimming activities and shall not be responsible for any damage done to any equipment used to mow/trim the Park or any injuries resulting from such activities. Additional field maintenance activities such as fertilization, overseeding, application of weed control products, and installation of additional dirt or other landscaping materials may be performed by the Organization, at its sole cost, upon prior approval of the materials used and the contractors retained.

- b. *Maintenance/Repair of Improvements:* The maintenance and repair of improvements placed or constructed on the Park by the Organization shall be the responsibility of the Organization. The improvements placed or constructed on the Park must be neatly maintained and repaired by The Organization at all times. Colerain Township reserves the right to inspect the improvements placed or constructed on the Park at any time and may remove any impediments to such inspection. Graffiti or other damage to the appearance, structure, or security of any improvement placed or constructed on the Park must be immediately removed, repaired, or secured. Colerain Township reserves the right to request, in writing, the removal of any improvement if it considers, in its sole discretion, the improvement to be unsafe or unsightly. If the improvement is not removed within the time period set forth by the Township, the Township may demolish and/or remove the improvement, and Colerain Township shall have no liability to the Organization for the removal or demolition of the improvement, pursuant to this section.
- c. *Lining Fields:* The Organization shall be solely responsible for lining or placing flags as markers on the fields. The fields shall be lined with flags, chalk, or paint approved for athletic field marking, shall comply with the requirements set forth in Exhibit A, and shall be applied by using equipment approved by Colerain Township. The Organization shall be solely responsible for the timing of field lining activities.
- d. *Trash Collection and Removal:* The Organization shall be responsible for ensuring that all trash in the Park (including the parking lot areas) is picked up and placed in the appropriate trash receptacles, that all trash receptacles are emptied when they are full, and that all trash is disposed of appropriately. Colerain Township shall provide trash bags for the trash receptacles.
- f. *Reporting of Concerns Issues to the Township:* The Organization shall contact the Township immediately by telephone or email in the event of any issue including, but not limited to, complaints, damages, dangerous conditions, disrepair, or vandalism with the Park, its equipment, fields, grounds, landscaping, parking, buildings, improvements or fixtures or injuries and incidents involving persons using the Park.
- Utility Costs. While not existing at the time of this contract, in the event that utilities are installed and available in the future the Organization shall be responsible for paying directly for, or reimbursing, all utility costs (electricity, gas, water, sewer, trash and/or septic) associated with this agreement. If such utilities are to be paid directly by the Organization and should the Organization fail to pay any amount to be paid by them pursuant to this Agreement for such utilities, within ten (10) days before such amount becomes delinquent, the Township may pay such amount on the account of the Organization and the same shall be paid by the Organization to the Township immediately upon receipt of a written request for payment. If delinquent payments for utilities are not paid upon written notice, the Township may, at its sole discretion and without any notice or liability to the Organization whatsoever, cancel such utility service.
 - Exclusive Use of Fields for Organized Activities. During the term of this Agreement, the Organization is granted exclusive use of Areas A & B as identified in Exhibit B in the Park for the organized sporting events and practices of its organization and its members. The Organization shall be exclusively responsible for scheduling all use of the fields, including, but not limited to, athletic events, games, practices, recreational activities, tournaments, and sports camps. During the term of this Agreement, it will be at the sole discretion and responsibility of the Organization to schedule or allow organizations (other than opposing teams) to use the fields; however, individuals may use the fields when the fields are not being utilized for scheduled sporting activities. Additionally, nothing in this Agreement entitles the Organization to exclusive use of the remainder of the Park, its parking facilities, playground equipment, picnic shelters, grills, or

other facilities. Township parks are public facilities and members of the public may utilize the park and facilities contemporaneously with organizations reserving the fields. The Organization will have the authority to regulate the type of balls used on the pitch and other improved areas.

- *Concessions.* The Organization is permitted to provide the following types of concessions at the Park during scheduled athletic events.
 - a. Pre-packaged food and beverages may be sold in their original packages so long as Colerain Township is notified that such concessions will be conducted.
 - b. Prepared food may be sold if the proper licenses are obtained in advance from the Hamilton County Public Health Department and presented to Colerain Township prior to any such sales.
- 9. Parking. The Park is a public facility and the Organization understands and agrees that neither it nor any person affiliated with the Organization may charge an admission fee, parking fee, or other fee to persons wishing to park their vehicles in the Park with the exception of sanctioned games where the fee is used to pay for game officials/referees. The Organization may accept donations, if such donations are completely voluntary and not for any amount specified by the Organization. Neither party to this agreement will have exclusive parking rights. The Organization may not permit participants or spectators to park anywhere on the park property other than on designated parking areas. Under no circumstances shall parking be permitted along East Miami River Road. The Organization shall be responsible for any damages caused by persons parking on non-designated parking areas.
- 10. Assignment and Subletting. The Organization shall not without the prior written consent of Colerain Township assign or convey this Agreement or any of the Organization interests or rights hereunder.
- 11. Damage or Destruction of Park. If the Park is destroyed or damaged by fire or other casualty so as to render all or a material part of the Park unsuitable for its intended purpose, the Township may elect to terminate the Agreement as of the date of such destruction or damage by notice to the Organization within sixty (60) days after such date; or (b) to repair, restore or rehabilitate the Park in which latter event the Agreement shall not terminate.
- 12. Termination. This Agreement shall automatically terminate at the expiration of its term. The Agreement may also be terminated in the event that the Organization fails to perform any of its obligations under this Agreement and fails to cure such failure within 10 days of the date written notice of its noncompliance is sent to the Organization contact person as designated in this Agreement. Further, this Agreement may be terminated immediately and without prior notice or right to cure should the Organization disband, cease athletic programming, or otherwise cease to operate or if the Township determines that the actions of the Organization, its officials, coaches, members, players, spectators, or other persons affiliated with the team in any way have conducted himself /herself/themselves in a way that is injurious to the reputation, health, welfare, or safety of Colerain Township or its residents. Finally, notwithstanding any other term or condition contained herein, in the event the Park and/or fields are needed for public purposes by Colerain Township, this Agreement may be terminated by the Township by giving sixty (60) days written notice to the Organization.
- 13. Hold Harmless. The Organization shall indemnify and hold Colerain Township, its officials, officers, agents, and employees harmless from any and all losses, claims, demands, damages, suits or causes of action by any person, firm, association, or corporation arising out of, or connected in any way with, the design, purchase, delivery, construction, or location of any improvement on the Park, the use or maintenance of the Park/fields/improvements, the removal, relocation, and/or replacement of Township equipment, the sale or preparation of concessions, or acceptance of donations by the

Organization, its members, officers, officials, contractors, agents, invitees, or guests. This indemnification shall include all attorney fees and other expenses incurred by Colerain Township to defend such claims.

14. Insurance. At all times during the term of this Agreement, the Organization must maintain a general liability and property damage insurance policy issued to the Organization for activities and obligations conducted pursuant to this Agreement. The insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000.00) combined single limit for all damages arising out of bodily injury, including death, at any time resulting therefrom, and all damages arising out of injury or destruction of property, including the property of Colerain Township, which result directly or indirectly from the actions, inactions, activities, obligations, or rights outlined in this Agreement. A certificate of insurance, listing Colerain Township as additionally insured, shall be provided upon execution of this Agreement.
15. Notices- Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered or deposited in the United States Mail, certified or registered mail, postage prepaid, and addressed as follows:

To Colerain Township:

Colerain Township Board of Trustees
c/o Township Administrator
4200 Springdale Road
Cincinnati, Ohio 45251

To The Organization:

Tara Dahal, Chair
The Nepali Language and Arts Center
7190 Pippin Rd, Suite B
Cincinnati, OH 45239

or to such other address as either of the parties hereto may from time to time advise the other party in writing.

16. Miscellaneous.
- a. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by both Colerain Township and the Organization.
 - b. This Agreement and the covenants and conditions herein contained shall insure to the benefit of and be binding upon Colerain Township and the Organization and their respective successors and permitted assigns.
 - c. The sections, captions and headings in this Agreement are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Agreement.
 - d. If any term or provision of this Agreement, or the application thereto to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each tenant and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- e. This Agreement and the rights and obligations of the parties hereto shall be construed in accordance with the laws of the State of Ohio.

17. Authority to Assign.

- a. The representative of Colerain Township whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Colerain Township to the tenants of this Agreement by his signature.
- b. The representative of the Organization whose signature is affixed to this Agreement affirms that he has been duly authorized to bind the Organization to the terms of this Agreement by his signature.

IN WITNESS WHEREOF, the parties hereby have caused this agreement to be executed effective the _____ day of _____, 2023.

Approved as to form:

Scott Sollmann, Law Director

Date: _____

Approved as to content:

Tawanna Molter, Assistant Director of Public Services

Date: _____

ATTEST:

Colerain Township Board of Trustees

By: _____
Jeff Weckbach
Township Administrator

STATE OF OHIO:

SS:

COUNTY OF HAMILTON:

BE IT REMEMBERED, that on this _____ day of _____, 2023 before me, the subscriber, a Notary Public in and for said state, personally name Jeff Weckbach, Township Administrator for Colerain Township, on behalf of such Township and acknowledged the signing thereof to be an authorized act on behalf of such Township.

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

Notary Public - State of Ohio

My Commission Expires:

The Organization

By: _____
Tara Dahal, Chair
Nepali Language and Arts Center

STATE OF OHIO:

SS:

COUNTY OF HAMILTON:

BE IT REMEMBERED, that on this _____ day of _____, 2023 before me, the subscriber, a Notary Public in and for said state, personally name _____, for the Organization, on behalf of such Association and acknowledged the signing thereof to be an authorized act on behalf of such Association.

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

Notary Public - State of Ohio

My Commission Expires:

EXHIBIT A
SPECIFICATIONS FOR YEAR-ROUND FIELD/PARK MAINTENANCE

- The fields shall be marked with flags, paint, or chalk approved for athletic field marking and shall be applied by using a method approved by Colerain Township. Other equipment and materials may be used to line the fields if such equipment and/or materials are specifically approved by Colerain Township in writing in advance of use.
- No equipment larger than a tractor (50 HP or less) will be allowed on fields. “Gator” type utility vehicles or ATV are also acceptable. No cars are permitted on the fields at any time; however trucks may be permitted on the field solely for purposes of trash removal and only when the field is dry. Other vehicles may be used if such vehicles are specifically approved by the Service Department Director in writing in advance of use.
- Mowing should be performed at least one time per week, seasonally. Mowers used must be approved in advance by the Colerain Township Public Service Department and may not be operated by anyone under the age of 16.
- Organizations maintaining/using Township fields assume all liability for the cost of repairing any field damaged by the organization’s failure to perform field maintenance according to the specifications outlined above. Such organizations also assume all liability for the costs of repairing any field damaged by misuse or play/practice under poor conditions.
- Trash shall be gathered from all areas of the Park at least one time per week and placed in appropriate trash receptacles. Dangerous items are to be removed immediately and disposed of appropriately. All trash receptacles are to be emptied when full and the trash is to be disposed of appropriately.
- Failure to follow these guidelines may result in use privileges being revoked by Colerain Township.

EXHIBIT B
ALLOWABLE AREAS FOR THE USE OF THE CRICKET CLUB

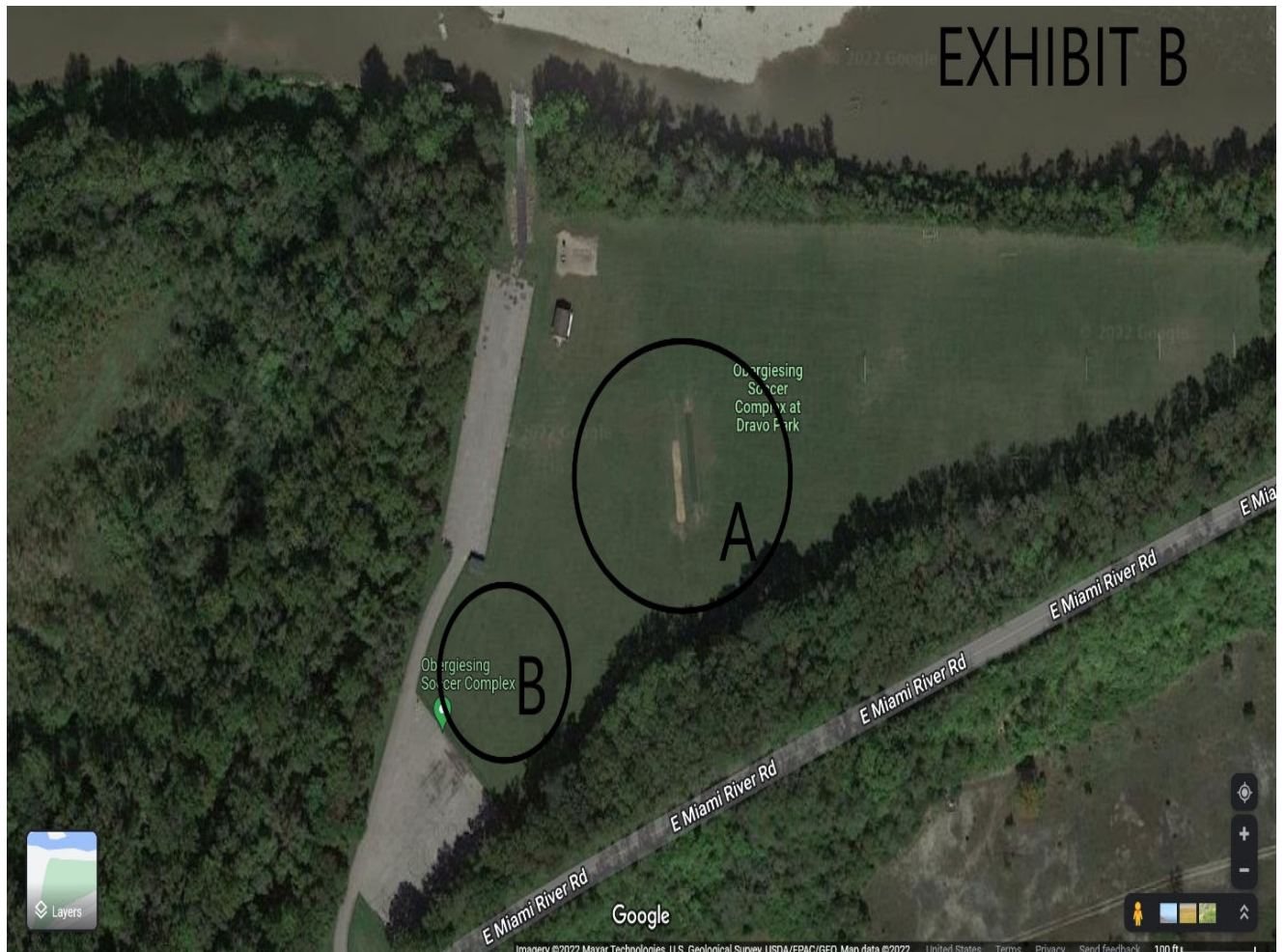
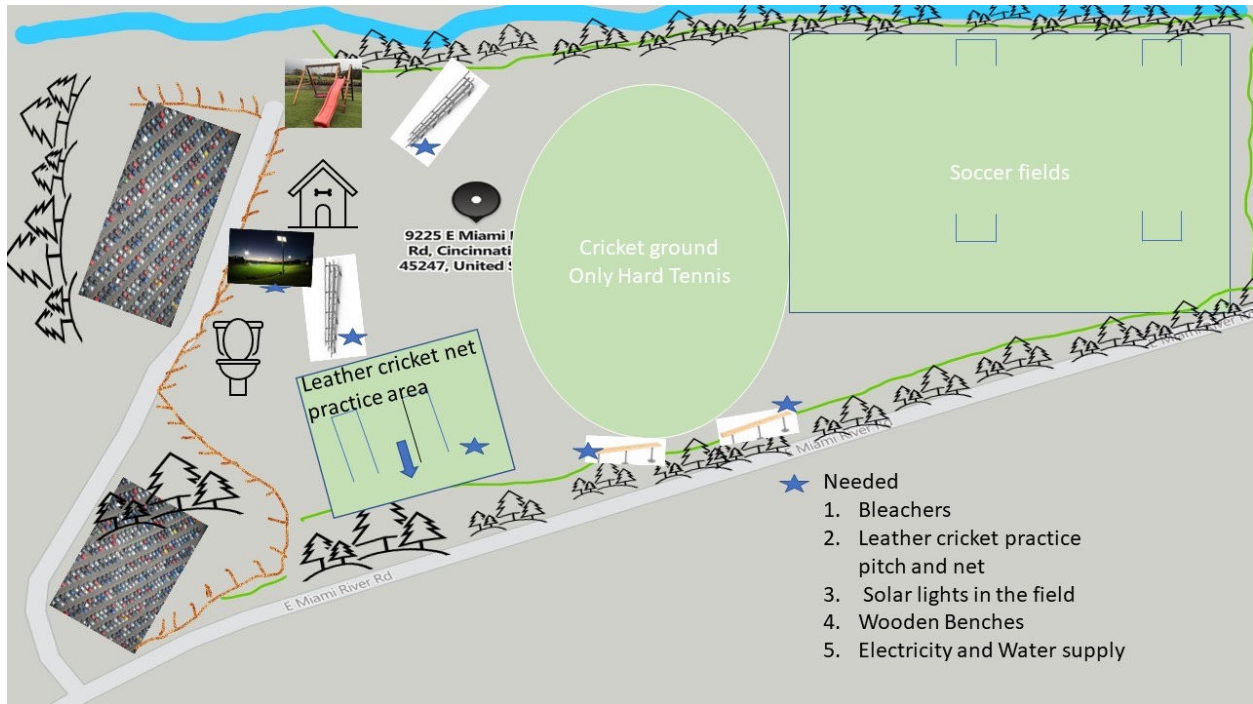


EXHIBIT C
FUTURE TENTATIVE IMPROVEMENTS OF THE CRICKET AREA



PUBLIC SERVICES

Department: Public Services

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Resolution Authorizing Participation in the 2023 ODOT Salt Contract
Recommend ADOPTION of the Resolution.

Rationale:

Every year, the Township enters into a joint bid, conducted by the State of Ohio, to secure better pricing on the required purchase of salt for the following year. This resolution allows for our participation in the program.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of April 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 23

**RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT
CONTRACTS AWARDED IN 2023**

WHEREAS, the Colerain Township Board of Trustees (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and
- The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and
- The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 30 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email:

Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio:

1. That this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and
4. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this _____ day of April, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this
____ day of April, 2023.

Jeff Baker,
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Discussion - Cemetery Easements

No action is requested of the Board.

Rationale:

Staff has identified numerous inconsistencies with the Township's cemeteries in relation to access, ownership and address assignment. Tiphonie Mays will lead a discussion on the plan of action that the staff is proposing to undertake in order to lift the Township's status to be compliant with these properties.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion to Appoint Charles L. Thiemann Jr. as an Alternate Member to the Colerain Township Board of Zoning Appeals.

Recommend ADOPTION of the Motion.

Rationale:

Charles Thiemann is an attorney who has recently retired as a Magistrate in the Hamilton County Municipal Court and as an Assistant Hamilton County Prosecuting Attorney and would be a valuable member of the Board of Zoning Appeals.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion to set a Public Hearing for Zoning Commission Case ZA2023-03, rezoning a portion of 8940 Colerain Avenue from R-6 to B-2

Recommend ADOPTION of the Motion.

Rationale:

The Colerain Township Board of Trustees must hold a Public Hearing to consider Recommendations by the Zoning Commission on Rezoning of Property.

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #4: Continuously Improve the Operations of the Township

Motion Authorizing Township Administrator to Execute Agreement with OpenGov for Budgeting, Permitting, Code Enforcement, Public Works, and Reporting Software Solutions at an average rate of \$70,744.43 over Three Years

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township currently uses OpenGov for its budget software, code enforcement tracking, planning & zoning permits, public services tracking, and external data reporting systems. The attached service quote would renew the Township's contract with Opengov for these services for an additional three year period. The total cost is approximately \$71,000 per year.



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-00OH2866
Created On: 3/2/2023
Order Form Expiration: 6/12/2023
Subscription Start Date: 6/13/2023
Subscription End Date: 6/12/2026

Prepared By: Audrey Helle
Email: ahelle@opengov.com
Contract Term: 36 Months

Customer Information			
Customer:	Township of Colerian, Hamilton County, OH	Contact Name:	Jeff Weckbach
Bill To/Ship To:	4200 Springdale Rd. Cincinnati, Ohio 45251 United States	Email:	jweckbach@colerain.org
Order Details			
Billing Frequency: Annually in Advance			
Payment Terms: Net Thirty (30) Days			

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Budgeting & Planning <i>Budget Builder, Operational Performance, Premium Support</i>	6/13/2023	6/12/2024	\$29,822.00
Permitting & Licensing - 2 Service Areas <i>Esri ArcGIS, MAT/Assessor System & Flags, Autofill Interfaces</i>	6/13/2023	6/12/2024	\$20,800.00
Enterprise Asset Management - PRORATED TERM TO ALIGN TO 6/13 <i>OMS Plus, OMS User (5 Users), Stormwater Domain, Transportation Domain</i>	12/1/2023	6/12/2024	\$11,161.64
Budgeting & Planning <i>Budget Builder, Operational Performance, Premium Support</i>	6/13/2024	6/12/2025	\$31,014.88
Permitting & Licensing - 2 Service Areas <i>Esri ArcGIS, MAT/Assessor System & Flags, Autofill Interfaces</i>	6/13/2024	6/12/2025	\$21,632.00
Enterprise Asset Management <i>OMS Plus, OMS User (5 Users), Stormwater Domain, Transportation Domain</i>	6/13/2024	6/12/2025	\$21,000.00
Budgeting & Planning <i>Budget Builder, Operational Performance, Premium Support</i>	6/13/2025	6/12/2026	\$32,255.48
Permitting & Licensing - 2 Service Areas <i>Esri ArcGIS, MAT/Assessor System & Flags, Autofill Interfaces</i>	6/13/2025	6/12/2026	\$22,497.28
Enterprise Asset Management <i>OMS Plus, OMS User (5 Users), Stormwater Domain, Transportation Domain</i>	6/13/2025	6/12/2026	\$22,050.00

Annual Subscription Total: See Billing Table

Billing Table:			
Billing Date	Amount Due		
June 13, 2023	\$50,622.00	(Budgeting & Planning + Permitting & Licensing Subscription)	
December 1, 2023	\$11,161.64	(Prorated EAM Subscription to realign to 6/13/2024 Renewal Date)	
June 13, 2024	\$73,646.88	(Budgeting & Planning + Permitting & Licensing Subscription + EAM Subscription)	
June 13, 2025	\$76,802.76	(Budgeting & Planning + Permitting & Licensing Subscription + EAM Subscription)	

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Township of Colerian, Hamilton County, OH

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion to Set Special Meeting of the Board of Trustees for May 9, 2023 at 6PM - Work Session on Police Department Long Term Financial Needs and Potential Property Tax Levy

Recommend ADOPTION of the Motion.

Rationale:

As highlighted in the 2023 Budget Book, the Police Department is facing a draw down of reserves that will require action by the Board. This meeting is intended to provide the Board with an opportunity to discuss the long term costs of the police department and to discuss strategies to address the existing deficit. As a reminder, the Township last had a levy for the Police Department in 2015 that was intended to last only five years.

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Resolution Approving New Opioid Settlement Participation Agreements for Teva, Allergen, CVS, Walgreens, & Walmart

Recommend ADOPTION of the Resolution.

Rationale:

Over the past several years, there have been several class action lawsuits against various opioid manufacturers and distributors. The attached resolution would allow Colerain to participate in a new suit. The opioid epidemic created a large strain on governmental resources, including direct costs to our police and fire departments. Participation forms related to this suit are due to be completed by April 18, 2023.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** p.m., on the **11th** day of April, 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Dan Unger, and Matthew Wahlert

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-23

AN EMERGENCY RESOLUTION PROVIDING AUTHORITY TO THE LAW DIRECTOR TO EXECUTE THE SUBDIVISION AND SPECIAL DISTRICT SETTLEMENT PARTICIPATION FORMS FOR THE TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENT PARTICIPATION AGREEMENTS PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND PLACING ANY RECEIVED FUNDS IN THE TOWNSHIP'S ONEOHIO FUND

AN EMERGENCY RESOLUTION AUTHORIZING the Law Director to execute the following, all of which are consistent with the material terms of the OneOhio Memorandum of Understanding approved under Township Resolution #54-21:

- TEVA SETTLEMENT PARTICIPATION FORM attached as Exhibit “A”;
- ALLERGEN SETTLEMENT PARTICIPATION FORM attached as Exhibit “B”
- CVS SETTLEMENT PARTICIPATION FORM attached as Exhibit “C”;
- WALGREENS SETTLEMENT PARTICIPATION FORM attached as Exhibit “D”
- WALMART SETTLEMENT PARTICIPATION FORM attached as Exhibit “E”;

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, since the Summer of 2021, nine Defendant families in the National Opioid Litigation have entered into National Opioid Settlements with the first being J&J and Distributors McKesson, Cardinal Health, and AmerisourceBergen in July 2021; and

WHEREAS, more recently, between November and December of 2022, five additional Defendant families have entered into National Opioids Settlements in which the State of Ohio is participating; and

WHEREAS, before the Colerain Township, Hamilton County, Ohio, receives its portion from the state and/or county, the Auditor of State recommends that each participating subdivision accepting the Funds provide by a written ordinance or resolution that its share of the OneOhio Funds shall be placed in a separate fund and used only for the approved purposes as set forth and required in the OneOhio MOU; and

WHEREAS, a special OneOhio fund has been previously created by the Township; and

WHEREAS, the Ohio Attorney General has recommended the political subdivisions of the State of Ohio accept the Settlement; and

WHEREAS, the Law Director, Assistant Law Director, and the Township Administrator recommend that Board of Trustees vote to accept and execute the following:

- TEVA SETTLEMENT PARTICIPATION FORM attached as Exhibit “A”;
- ALLERGEN SETTLEMENT PARTICIPATION FORM attached as Exhibit “B”
- CVS SETTLEMENT PARTICIPATION FORM attached as Exhibit “C”;
- WALGREENS SETTLEMENT PARTICIPATION FORM attached as Exhibit “D”
- WALMART SETTLEMENT PARTICIPATION FORM attached as Exhibit “E”.

NOW, THEREFORE, BE IT RESOLVED, by a majority of the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

Section 1: That the Board accepts the following:

- TEVA SETTLEMENT PARTICIPATION FORM attached as Exhibit “A”;
- ALLERGEN SETTLEMENT PARTICIPATION FORM attached as Exhibit “B”
- CVS SETTLEMENT PARTICIPATION FORM attached as Exhibit “C”;
- WALGREENS SETTLEMENT PARTICIPATION FORM attached as Exhibit “D”
- WALMART SETTLEMENT PARTICIPATION FORM attached as Exhibit “E”

behalf of Colerain Township, Hamilton County, Ohio, all of which are consistent with the materials terms of the OneOhio MOU approved via Township Resolution #54-21 and authorizes the Law Director to execute the above-referenced SETTLEMENT PARTICIPATION FORMS attached as Exhibits A-E. The Township Administrator and/or Law Director are hereby authorized to take all steps necessary to resolve these matters in accordance with the terms of the attached Settlement Participation Agreements.

Section 2: That any funds received from the above-referenced Ohio Opioid Settlements shall be deposited into the special OneOhio Fund previously created by the Township.

- Section 3: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
- Section 4: That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
- Section 5: This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of Colerain Township. The reason for the emergency is to ensure participation in the aforementioned settlements as the SETTLEMENT PARTICIPATION FORMS attached as Exhibits A-E are due no later than April 18, 2023.
- Section 6: This Resolution shall take effect at the earliest period allowed by law.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert

ADOPTED this 11th day of April, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this **11th** day of April, 2023.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: COLERAIN TOWNSHIP	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____
Name: _____
Title: _____
Date: _____



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: COLERAIN TOWNSHIP	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: COLERAIN TOWNSHIP	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: COLERAIN TOWNSHIP	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: COLERAIN TOWNSHIP	State: OH
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



ADMINISTRATION

Department: Administration

Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Resolution Modifying the Organizational Chart

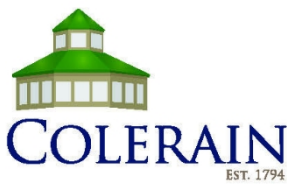
Recommend ADOPTION of the Resolution.

Rationale:

This resolution contemplates the following change in the organizational chart:

- Addition of a Part-Time Facility Maintenance Worker (Public Services)

The need for additional facility maintenance support has been identified through a review of the current workload of the Facility Manager, which is a position that was added to the organization in 2019. Additional details on the changes can be found in the attached memo.



POSITION TITLE Facility Maintenance Worker	STATUS Part time – Non Exempt (temp.)
REPORTS TO Facility Manager	Salary Range: \$12/hour - \$17/hour
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED

PURPOSE:

Under the direction of the Facility Manager, the Facility Maintenance Worker is responsible for assisting full time staff in the performance of skilled maintenance at the Public Services Department garage and offices, police offices, Township parks, and senior center.

SCOPE:

Maintenance of Township equipment, machinery, facilities and accessory buildings.

ESSENTIALS ROLES & RESPONSIBILITIES:

May include all duties but not limited to:

- Assist with preventative maintenance and repairs for building systems, including:
 - a) Pest Control
 - b) Elevator
 - c) Generators
 - d) Boilers
 - e) Irrigation
 - f) HVAC
 - g) Basic carpentry repairs
 - h) Basic plumbing repairs
 - i) Basic electric repairs
 - j) Other repairs within scope of knowledge
- Clean wax and paint equipment.
- Minor repairs to vehicles.
- Wash windows.
- Paint interior and exterior walls.
- Replaces floor and ceiling tiles.
- Replace light bulbs and repair fixtures.
- Minor repairs to heating and cooling systems.
- Mops and waxes floors.

CRITICAL SKILLS / EXPERTISE:

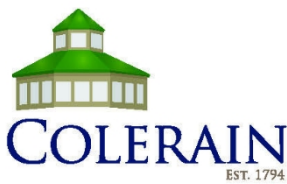
- Ability to make minor repairs on facility related equipment.
- Good physical condition with no serious defect of vision, hearing, or members.
- Skill and care in the operating of motor vehicles.
- Knowledge of building grounds, and facility maintenance methods, tools, materials, and supplies.
- Ability to develop and maintain effective working relationships with associates.
- Ability and willingness to perform heavy physical labor for extended periods of time.
- Ability to work under occasionally adverse weather conditions.

EDUCATION, LICENSING & CERTIFICATION REQUIREMENT:

- High school degree or equivalent.

PHYSICAL & MENTAL REQUIREMENT:

- While performing the duties of this job, the employee is frequently required to sit, talk and hear, use hands and fingers to handle or feel objects, tools, or controls, and to reach with hands and arms.
- The employee must be able to lift and/or move varying amounts of weight, depending



POSITION TITLE Facility Maintenance Worker	STATUS Part time – Non Exempt (temp.)
REPORTS TO Facility Manager	Salary Range: \$12/hour - \$17/hour
SUPERVISES N/A	Minimum Education: H.S. Diploma/GED

upon the task at hand. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must be able to kneel, bend at the waist, and work in a standing position for long periods.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EMPLOYEE ACKNOWLEDGEMENT: I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

MEMORANDUM

To: Jeff Weckbach, Township Administrator

From: Tiphannie Mays, Assistant Township Administrator

Subject: Organization Chart Modification and Staffing Addition

Date: March 31, 2023

Background:

The current organizational structure of the Public Services department saw an addition of the full time position of Facility Manager in 2019 to perform facility maintenance, repairs and preventative measures on the Township's aging facilities and buildings. The addition of this position has created cost savings over the long term as well as providing an "in-house" service for emergencies such as flooding and HVAC breakdowns.

While the addition of this position has been a great benefit to the Township, staff is now recognizing the need for additional support in a part-time capacity to address the growing maintenance needs of our aging facilities.

Proposed Changes:

After reviewing the past several years of work order requests, it has become obvious that the level of service required to maintain our facilities is beginning to reduce due to the increased workload of the Facility Manager, Bob Dellaposta. Along with an increase in small repairs and preventative maintenance items, Mr. Dellaposta has become more involved with large-scale projects, such as the solar panel installation, which requires an extensive amount of his time.

The addition of a part-time staff member who has experience with maintenance items such as basic plumbing, carpentry and electric, will allow Mr. Dellaposta to delegate smaller, time-sensitive jobs to this individual which will, in-turn, open more of his time and concentration for the larger projects. The addition of this staff member will be on a part-time basis, therefore, is not a permanent commitment for the Township. The position's effectiveness will be measured by evaluating the length of time it takes to close out a work order from the submission. From a succession planning perspective, this position will also learn valuable trade skills that would enable them to be a candidate for the full-time Facility Manager position should that ever become vacant.

Budgetary Impact:

The impact that this position will have on the Township's budget will be minute compared to the cost savings of repairing items in-house versus a contractual repair. This position will not be receiving health benefits as it is a part-time position. As such, the scheduling of this individual is also flexible and can be monitored as we progress through the fiscal year.

TLM: tlm

CC: Tawanna Molter, Assistant Director of Public Works
Bob Dellaposta, Facility Manager
Board of Trustees
File

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of April, 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION MODIFYING ORGANIZATIONAL CHART AND JOB DESCRIPTIONS

WHEREAS, the Board of Trustees sets the policy direction for Colerain Township employees and residents; and;

WHEREAS, Colerain Township policy 1.3, Colerain Township Employment Process Policy, requires that the organizational chart and roster be formally adopted by the Board of Trustees; and;

WHEREAS, Colerain Township has determined that it is in the best interest of the operation of the organization to make the following changes to the organizational chart:

- Addition of Part-Time Facility Maintenance Worker; and;

WHEREAS, the Township Administrator shall bring forward all new hires to the Board of Trustees as an agenda item, after a formal job offer is made; and;

WHEREAS, attached to this resolution is a copy of all job descriptions for positions in Colerain Township and each job description should mirror a position on the Roster; and;

WHEREAS, any subsequent changes to the organizational chart, roster, or job descriptions shall be brought to the Board of Trustees for formal approval, prior to implementation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. The Township Organizational Chart, Roster, and Job Descriptions be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were

taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

4. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of April, 2023.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeffrey Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of April, 2023.

Jeffrey Baker
Colerain Township Fiscal Officer

ORGANIZATION CHART



Jeff Baker
FISCAL OFFICER



Tiphany Mays
ASSISTANT
ADMINISTRATOR



Jeff Baker
ASSISTANT
ADMINISTRATOR



Tawanna Molter
ASSISTANT
PUBLIC SERVICES
DIRECTOR



David Baker
DEVELOPMENT
DIRECTOR

OFFICE
MANAGER
MANAGEMENT
ANALYST
HUMAN RESOURCES
SPECIALIST

FACILITY MANAGER
ROADS SUPERVISOR
PARKS SUPERVISOR
EVENTS COORDINATOR

FINANCE
SPECIALIST
ACCOUNTING
SPECIALISTS (2)
IT DIRECTOR

ZONING ADMINISTRATOR
DEVELOPMENT
OFFICER
PLANNER

DIVISION CHIEF
PART-TIME (2)
ASSISTANT
CHIEF

MAINTENANCE
WORKERS (6)
LITTER PICK UP
LABORER (3)
PART-TIME
FACILITY MAINTENANCE
WORKER

MAINTENANCE
WORKERS (6)
SEASONAL PARKS
WORKERS (6)
PART-TIME
LITTER PICK UP
WORKER (2)
BUS DRIVER

SUMMER CAMP
DIRECTOR
SUMMER CAMP
ASSL DIRECTOR
SUMMER CAMP
COUNSELORS (4)

BATTALION CHIEF-SHIFT 1	BATTALION CHIEF-SHIFT 2	BATTALION CHIEF-SHIFT 3
CAPTAINS (2) FULL-TIME	CAPTAINS (2) FULL-TIME	CAPTAINS (2) FULL-TIME
LEUTENANTS (4) FULL-TIME	LEUTENANTS (4) FULL-TIME	LEUTENANTS (4) FULL-TIME
EMT PARAMEDIC (1) FULL-TIME	EMT PARAMEDIC (1) FULL-TIME	EMT PARAMEDIC (1) FULL-TIME
EMT PARAMEDIC (1) PART-TIME	EMT PARAMEDIC (1) PART-TIME	EMT PARAMEDIC (1) PART-TIME
EMT - PARAMEDIC CROSS-TRAINERS (2) FULL-TIME	EMT - PARAMEDIC CROSS-TRAINERS (2) FULL-TIME	EMT - PARAMEDIC CROSS-TRAINERS (2) FULL-TIME

OLD BUSINESS

Department: Police

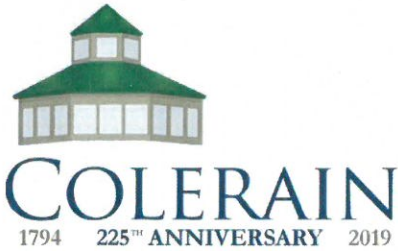
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion to Issue a Noise Resolution Permit to McDogs Lakeside Saloon
Recommend ADOPTION of the Resolution.

Rationale:

This is the first request for a permit in 2023 for this business. The request for the permit is from May 5, 2023 through October 28, 2023.



PERMIT VALID DATE AND TIME (to and from):

Trustees: Matt Wahlert, Cathy Ulrich Daniel Unger
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

Application for Noise Resolution Permit

**MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT
SCHEDULED BOARD MEETING**

Name of applicant: *Mc DOGS LAKESIDE SALOON*
Address where event will be held: *3611 BEVIS LANE CINTI OHIO 45251*
Type of event: *LIVE MUSIC & EVENTS*
Date and Time of Event: *MAY 5, 2023 - OCT 28, 2023*
Contact number for permit holder: *Mc DOG (Greg TEETERS) owner*
513-562-7844

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received:

By: Denney

Number of issued permits in calendar year: Residential _____ Business _____ To

be placed on Trustee agenda for meeting: / / / (date of meeting) Permit

approved by majority vote of Colerain Township Board of Trustees.

Trustee Cathy Ulrich

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

COLERAIN

OLD BUSINESS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Motion to Modify Rules of Procedure and Conduct for Board of Trustee Meetings

Recommend ADOPTION of the Motion.

Rationale:

At the February 14, 2023 Work Session, the Trustees directed staff to draft an update to the current Rules of Procedure and Conduct for Board of Trustee Meetings to include a requirement for an Annual Work session on Capital Reserves. The attached document contains section VI which outlines the requirements for this meeting and provides a general overview of the procedure for evaluating capital requests and distribution of any capital reserve funding. There was a first reading of these proposed changes at the March 14, 2023 Regular Meeting of the Board of Trustees.

**Colerain Township
Rules of Procedure and Conduct
Board of Trustees - Procedures/Rules**

I. Meetings

A. Introduction

1. The Colerain Township Board of Trustees is sensitive and committed to the public's right to attend meetings not only when decisions are made but also when topics of a township nature are discussed.
2. Moreover, the Colerain Township Board of Trustees desires to codify the rules and procedures utilized in conducting such meetings to (1) ensure compliance with the Ohio Revised Code Open Meetings Act (ORC 121.22), (2) to ensure effectiveness and efficiency by Board members, and (3) offer a uniform, consistent, and written form of conduct expected from Board members and those attending meetings.

B. Definitions

1. A "meeting" applies to a quorum of the Colerain Township Board of Trustees when they take official action, conduct deliberations, or discuss business of the public and a "meeting" is defined as a gathering of a majority of the Board of Trustees for the purpose of discussing or deliberating public business. The Colerain Township Board of Trustees has determined its own rules and order of business (ORC 504.09). The presiding officer is the President of the Board. If the President is excused from the meeting, the Vice President will become the presiding officer.
2. Meetings of the Colerain Township Trustees and each committee or task force legislatively created by the Board of Township Trustees in order to directly report to the Board of Trustees will be deemed a "public body" ("Meeting" defined in ORC 121.22).
3. The Colerain Township Board of Trustees recognizes four general types of public meetings: Regular Meetings, Work Sessions, Agenda Sessions, and Special Meetings.

C. Adjustment of Agenda and/or Citizen Address

1. A rare occasion may present itself which a matter may require the immediate attention of the Board. The Board may adjust the agenda or proceeding of a Regular Meeting in order to address the matter. This may include curtailing a portion of the public participation of the meeting.

D. Board Voting Procedure

1. All voting is done in the affirmative or negative alphabetically in a roll call vote. A majority vote results in the passage of an item.
2. Even after a robust debate, the Board may not be prepared to vote on a resolution. Several options exist: (a) a Trustee may motion to postpone the resolution in order to gather more information and provide more public input (b) the item be tabled in order to address questions so that the item can be voted at a future meeting (c) the item be withdrawn at the request of the mover but only if no Trustee present an objections.
3. On some occasions, a Trustee may decide to abstain from voting and discussion.

- E. Conflict of interest** - A Trustee is not permitted to vote, discuss, lobby or deliberate on any issue in which a conflict of interest exists. A conflict of interest arises when the decision of the Trustee is participating in affects that Trustee's own financial interests or the interests of his family or business associates. The presence of a conflict of interest means the Trustee must recuse himself from the entire decision-making process. If unsure, a Trustee may contact the Ohio Ethics Commission at (614) 466-7090 for an advisory opinion. If such an opinion is not available before a vote, the Trustee should recuse himself from any deliberation and/or vote on the issue in question.

II. Board of Trustees - Regular Meetings

A. Introduction

1. A "Regular Meeting" schedule will be adopted by the Board of Trustees annually at the organizational meeting typically held during the first week of January. Such meetings may or may not include reports from Department Heads and the Township Administrator. A President and Vice President of the Board will be elected annually by the Trustees. The President will serve as presiding officer over such meetings. In the event the President is

excused from the meeting, the Vice President will serve as presiding officer.

2. Regular meetings are held in order to discuss, deliberate, and conduct Township business in a public setting. The Board is committed to provide meeting attendees the right to be heard at such meetings but can place limitations on the time, place, and manner of access to such meetings in a manner that is content-neutral and narrowly construed in order to serve the Township's interest.
3. The schedule for regular meetings is to be posted on the Colerain Township website and other conspicuous places.

B. Procedure

1. Agenda items presented during the Meeting will be brought by motion by a member of the Board and seconded by another Board member. The Presiding Officer will then ask other Board members for discussion. The Fiscal Officer will call the role.
2. The Presiding Officer has the discretion, with a majority vote of the Board, to change the order of agenda.
3. The Board will follow parliamentary procedure when conducting all regular and special meetings. The basic outline of such procedure is found in "Robert's Rules of Order, Newly Revised" (12th ed.). However, the Board is not strictly bound to adhere to those rules of procedure.

C. Decorum

1. It is the desire of the Board that the meetings reflect the highest levels of decorum and mutual respect between citizens and their government and each other.
2. The Board is steadfastly committed to respect the rights of all citizens to present differing views, opinions, and criticism.
3. Members of the Board and all of those attending Meetings must conduct themselves in a civil and respectful manner. Any member of the Board maintains the right and duty to declare a person or persons disruptive and, upon majority consent, request law enforcement remove disorderly persons from the meeting.

D. Order of Business

1. Opening of Meeting
 - a. Presiding Officer gavels the meeting to order
 - b. Presiding Officer will request that the Fiscal Officer call the roll by name in alphabetical order.
2. Adjourn to Executive Session
 - a. Agenda for meeting of Board of Trustees will always have a placeholder for Executive Session.
 - b. If an Executive Session is announced, it must always begin and end in an open meeting. A motion must be made in order to adjourn the Regular (or Special) Meeting in order to enter Executive Session. Such a motion must be approved by a majority using a roll call vote.
 - c. The motion for an Executive Session must specifically identify one or more of the approved matters to be discussed pursuant to ORC 121.22.
3. Return from Executive Session - Upon returning from Executive Session, the Presiding Officer will request a motion to return from Executive Session, then roll call, and a motion to act upon items discussed in Executive Session (if applicable) followed by a motion to amend the agenda (if applicable).
4. Pledge of Allegiance - Presiding Officer or their delegate will lead in Pledge of Allegiance.
5. Meditation (Moment of Silence) - Presiding Officer will lead in a moment of silence and meditation.
6. Approval of Minutes - Presiding Officer will request that the Fiscal Officer present any minutes for approval by the Board. ORC 507.04 requires that the Fiscal Officer keep "an accurate record of the proceedings" and must contain sufficient information to allow the public to understand the rationale behind the Board's decisions.
7. Presentations
 - a. Presentations are offered by the Administrator or guest of Administrator (Members of the Board of Trustees may also request presentation time for a relevant guest). These

presentations may include elected or appointed officials (or their representatives) - regardless of political party - offering policy updates. Elected officials must represent some or the entire Township at some level of government and may not use the forum for electioneering. No candidates within 90 days of either the primary or general election will be placed on the agenda.

- b. All presentations must be pre-approved by the Administrator.
- c. Presenters are expected to address the Board and not the audience.

8. Public Hearing

- a. A motion and vote is required to open a public hearing.
- b. The Presiding Officer will open the scheduled Public Hearing at the appointed time, state the case number, and allow Township staff to present the case.
- c. Anyone speaking to the Board - opponents, proponents, or neutral speakers - will be duly sworn in by the Township legal counsel.
- d. All speakers must adhere to the rules of decorum specified above in the "Citizen's Address" section.
- e. Upon conclusion of interested party comments, there will be a motion and vote to close the hearing.

9. Citizen's Address

- a. The Board provides opportunity for and encourages citizen participation.
- b. Those wishing to speak at a Trustee Meeting are asked to fill out a short form housed in the hallway outside the Trustees' Chamber in order to be recognized. Citizens may speak on any topic germane to the business of the Board and topics are not limited to items on the agenda for that meeting.
- c. Once recognized, citizens are asked to speak into the microphone at the podium and give their name and address.

Speakers may only address the Board. No conversations may be carried on between the speaker and individual citizens in attendance or with individual Board members.

- d. Each citizen will be allotted a maximum of five (5) minutes to speak through use of a timer visible to the citizen audience and Board of Trustees. Citizens may not reserve time nor yield time to another speaker. This policy is designed to hear from as many citizens from as many points of view as possible. The Presiding Officer will alert the speaker as to the expiration of the five minutes and recognize the next speaker. The time limit may be extended at the discretion of a majority of the Trustees.
- e. "Citizen's Address" is an opportunity for the Board to hear input from various stakeholders in Colerain Township. It is not a time for Board members to debate or engage in instant dialogue with speakers. However, Board members and administration may choose to respond to questions or citizen concerns during the Administrator or Trustee Report at the current or subsequent meetings.
- f. The Board or Board members may receive written correspondence from the public, but are not required to read or comment on such written correspondence.
- g. During any citizen's comment period, the Presiding Officer has the right to interrupt, and Board members have the right to request the Presiding Officer interrupt, and ask a citizen to be seated if comments are unrelated to Township business or become disruptive.
- h. Any member of the Board reserves the right and duty to declare disruptive persons as disorderly, and with majority consent of the Board, ask that law enforcement escort such individuals from the meeting in accordance with ORC 505.09.
- i. At the end of the speaker list, the President of the Board will ask the audience if anyone who filled out a request to speak was not called on.

10. Administrative Reports - the Township Administrator (or proxy) offers an update on prescient issues, responds to citizen concerns from "Citizen Address" or any other forum, and responds to questions posed by the Trustees. Next, the Administrator yields to Department Heads in order to provide further updates and public information.
11. Trustees' Report
 - a. Trustees will share any comments.
 - b. All remarks meet the same rules of decorum as the "Citizen's Address" and are only the opinion of one Trustee and not of the full Board.
 - c. No electioneering is permitted.
 - d. If an action be necessary as the result of an item or items from the Trustee Report, the Board and/or Administrator will request a motion to amend the agenda so that a new or separate topic or motion can be offered.
12. New Business
 - a. The "New Business" section includes statutory resolutions which, upon passage, generally are effective upon a majority approval of the Board.
 - b. The Presiding Officer requests the Administrator to introduce business items to the Board. Either the Township Administrator or the Presiding Officer can ask for a motion.
 - c. Each resolution shall be introduced in written form by a member of the board. Each resolution shall contain only one subject, which shall be expressed in its title, except that appropriation measures may contain the various subjects, accounts, and amounts for which moneys are appropriated, and except that resolutions that are codified or recodified are not subject to the limitation of containing only one subject (ORC504.10).
 - d. Each resolution that is on the agenda shall be read by title only or read in full if required. Each resolution shall be read on two separate days. The Board may, by a majority vote of its members authorize the adoption of a resolution upon its first reading (ORC504.10). For the purposes of this section, resolutions of nuisance abatement are exempt.

- e. Other items considered during this time include agreements, contracts, volunteer board appointments, etc.
- f. Each item is considered separately.
- g. A majority decision is normally required.

13. Consent Items

- a. Packages of routine items of business that do not require discussion may be listed as a single item on the agenda so that one vote may be cast on all items instead of separate votes on each. Examples of Consent Items include (but are not limited to) payment of previously budgeted or otherwise duly approved expenditures, new hires per the Township's policy manual, receipt of reports, and approval of Board communications.
- b. Any Trustee may request an item be removed from the "Consent Agenda" and a second is not required. Procedurally, any items removed from the Consent Agenda for separate discussion will be considered after the Consent motion.
- c. Items under the Consent Agenda will be enacted by one motion. Each item approved under the motion, will receive the same motion number.

14. Fiscal Officer Report

- a. The Fiscal Officer will be provided reasonable time to share any comments.
- b. All remarks are directed to the Presiding Officer and must meet the same rules of decorum as the "Citizen Address." As a result, the Trustee Report is not an opportunity to allude to others by name or by motives.
- c. Any comments from the Fiscal Officer are the opinion of the Fiscal Officer and not the Board of Trustees.

15. Executive Session - if requested. The procedure is outlined above.

16. Adjournment
 - a. Trustees are not required to act on all items on the agenda. A motion to adjourn can be moved, seconded, and passed at any time. Any items not considered or left unfinished from the agenda may be listed under “old business” at the next Trustee meeting.
 - b. A Board member proposes a motion to adjourn, another member seconds the motion and a roll call vote is taken by the Fiscal Officer.

III. Board of Trustees - Work Sessions

- A. Work Sessions are structured in a less formal manner than Regular Meetings and are designed for Trustees and Department heads to discuss Township related projects and activities.
- B. Work Sessions are "Open Meetings" and must abide by the Ohio Revised Code Open Meetings Act. They are open to the public, must be properly noticed, and minutes must be kept. The Presiding Officer will outline the level of public input for each meeting.

IV. Board of Trustees - Special Meetings

- A. The Colerain Township Board of Trustees may call Special Meetings at any time for purposes they are permitted by law to act upon.
- B. In order to properly notice, the press must be notified of a Special Meeting twenty-four (24) hours in advance of the scheduled meeting (ORC 121.22). The public notice must state the date, time, location, and purpose of the meeting. In order for an item to be discussed or deliberated it must be listed in the announcement's purpose.
- C. Any action taken at a Special Meeting or Regular Meeting is invalid if adequate advance notice has not been provided (ORC 121.22).
- D. Any action taken at a Special Meeting in which one of the Trustees has not been notified of the time and place of the meeting is also invalid.

V. Executive Sessions

- A. Executive Sessions are an exception to the Ohio revised Code Open Meetings Act but only under specific conditions: (1) Matters related to public employees, officials, licensees, or regulated individuals (2) Purchase or sale of property by the public body (3) Conferences with an

attorney for the public body concerning matters of pending or imminent court action (4) Matters related to employee bargaining negotiations (5) Matters that must be kept confidential according to federal or state law (6) Details of security arrangements and emergency response protocols (7) Trade secrets of county hospitals, joint township hospitals, and municipal hospitals (8) To consider confidential information relating to economic development (must be unanimous) (9) Veteran's service applications.

- B. Invitees - The Board may, at its discretion, include or exclude any member of the public in executive sessions. Only Trustees, special invitees, and such employees or staff members that the Board deems appropriate are allowed to be present for executive sessions. All others are excluded from the Executive Session.
- C. Minutes - Minutes are not required to be kept during executive sessions, but the minutes of the meeting must document a motion to go into executive session as well as the return to open sessions.
- D. Motion - motion to enter executive session must specifically identify the exact permissible discussion topic which will be discussed.
- E. Action - The Board may not vote or take any official action in an executive session; all votes must take place in an open meeting.
- F. Confidentiality - The Board of Trustees and all employees agree that topics discussed in executive sessions are to remain strictly confidential. Discussions during executive sessions should not be disclosed for any reason, except as required by law. However, once a matter has been brought public out of an executive session and into the general or special meeting, the matter is no longer confidential.

VI. Capital Reserve Annual Work Session

- A. Annually, the Board of Trustees will hold a work session to discuss capital reserves and to evaluate potential capital spending for the following fiscal year.
- B. To calculate the capital reserve, staff will evaluate year-end spending in the General Fund against the projected year-end spending contemplated with the five-year forecast adopted with temporary appropriations. Then, with the adoption of permanent appropriations, the Township will update year-end projections for the General Fund. An inert variable will be placed on the account to reduce the General Fund to equal the amount projected at temporary appropriations. An equal, positive figure will be placed in the Capital Reserve Fund.



CONSENT ITEMS

Department: Public Services
Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Donation Acceptance - Public Services Department - Sibcy Cline - \$1,000 (Check - Co-Movie Sponsor)
Recommend approval of all consent items.

Rationale:
Colerain Township Public Services Department is grateful for a \$1,000 sponsorship from Sibcy Cline which will help support a 2023 summer movie event.

CONSENT ITEMS

Department: Public Services
Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Donation Acceptance - Public Services Department - Ryan Homes - \$3,500 (Check - Summer Series Title Sponsor)
Recommend approval of all consent items.

Rationale:
Colerain Township Public Services Department is grateful for a \$3,500 sponsorship from Ryan Homes which will help support the 2023 summer event activity series.

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance - Department of Fire and EMS - Mt. Healthy Eagles #2193 - \$5,000.00.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$5,000.00 donation from Mt. Healthy Eagles #2193.

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35934

OHIO STATE EAGLES

CHARITY FUND

1170 RICHFIELD CENTER
BEAVERCREEK, OH 45430

JPMorgan Chase Bank, N.A.

VOID IF NOT CASHED IN 90 DAYS

2/16/2023

PAY TO THE ORDER OF COLERAIN FIRE DEPT.

\$5,000.00

Five Thousand and 00/100***** DOLLARS

COLERAIN FIRE DEPT.

MEMO

C/O MT HEALTHY 2193



CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance - Police Department - Exercise Equipment - \$2,100
Recommend approval of all consent items.

Rationale:
Colerain Township Police Department is grateful for a donation of a Life Fitness 95Ci Upright Bike from Premier Fitness.

Premier Fitness

4564 Newberry Acres Dr
Cincinnati, Ohio 45251
(513) 741-0040
Email: 2000@fuse.net

Donation

Date: 3-13-23

Donated to:

Company	Colerain Twp Police Dept
Address	4200 Springdale Rd
City, State, Zip	Cincinnati, Ohio 45251
Phone #	513-321-2677
Contact	Edwin Cordie

Item

Used Life Fitness 95Ci Upright Bike #LCI 103-591

Fair Value

2100.00

Premier Fitness-Hold Harmless Agreement

Fitness equipment sold, donated, or transferred by Premier Fitness is sold, donated, or transferred "as is" and carries no warranties or guarantees. The CTPD holds harmless Premier Fitness and its employees and agents, and assigns from any and all claims, suits, losses, or related causes of action for damages, including, but not limited such claims that may result from injury or death, accidental or otherwise, during, or arising in any way from the use of said equipment.

By signing this agreement, I affirm that I have read and understood this agreement in its entirety and that I understand the nature of the agreement.

Colerain Twp Police Dept / Edwin Cordie

Date

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance - Police Department - Dual Purpose Police Service Dog - \$8,900
Recommend approval of all consent items.

Rationale:
Colerain Township Police Department is grateful for the donation of a dual-purpose police service dog (valued at \$8,900) from The Matt Haverkamp Foundation.

Shallow Creek Kennels, Inc.
6572 Seneca Road
Sharpsville, PA 16150

Quote

Date	Estimate #
2/3/2023	6241

Name / Address
Colerain Police Department 4200 Springdale Road Cincinnati, OH 45251

Description	Qty	Rate	Total
Dual Purpose Police Service Dog- Selection Tested (Untitled)		8,900.00	8,900.00
**This Quote reflects a 3.5% cash discount. If payment via CC is preferred please email Shallowcreekk9@gmail.com or phone 724-646-1895 and we will adjust the quote.			
Thank you, Any questions; 1-724-646-1895		Total 8,900.00	

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #1: Continue to Provide High Quality Safety Services Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Contract - Geotechnology - Bus Station Pull Off Soil Testing - Estimated at \$2,500
Recommend approval of all consent items.

Rationale:
The attached contract is for various soil testing and measurements related to the Colerain Avenue Bus Station Pull Off project. It is anticipated that the total cost of this contract will be \$2,500.



Via email: tmays@colerain.org

© 2023 Geotechnology, LLC
March 24, 2023

Tiphonie Mays
Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251

Re: Proposal for Concrete Testing Services
9600 Colerain Avenue
Cincinnati, Ohio
Geotechnology Proposal No. P043231.01

Dear Ms. Mays:

In response to your request, Geotechnology, LLC (Geotechnology) is pleased to submit this proposal to provide materials testing services for the project.

We appreciate the opportunity to submit this proposal and look forward to hearing from you soon. If you have any questions or comments concerning this proposal, or if we may be of any other service to you, please do not hesitate to contact us.

Respectfully submitted,
GEOTECHNOLOGY, LLC

Michele L. Schneider
CMT Project Manager

MLS/KDW:alp



FEE SCHEDULE & COST BREAKDOWN

TASK 7100 - CONCRETE TESTING

Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>
Field Representative II	Hour	\$63.00
CMT Manager	Hour	\$110.00

Unit Billing

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>
Concrete Compression, 4 x 8 ASTM C39	Each	\$18.00
Curing Box	Day	\$12.00
Vehicle Charge - Zone 3	Trip	\$34.00
Ice for Hot Weather Concrete/Heat Pack for Cold Weather Concrete	Each	\$12.00
Pickup Concrete Strength Spec - Zone 3	Each	\$160.00

Note: Based upon our experience on similar type projects, we have developed this list of anticipated services. Please note that this is for budgeting purposes only, and we will invoice for actual services rendered at the unit prices included herein without project minimums.

Field services performed over 8 hours per day, 2nd or 3rd shifts, and weekends will be charged at an overtime rate of 1.5 times the applicable hourly rate.

23S

TERMS FOR GEOTECHNOLOGY'S SERVICES

1. THE AGREEMENT

- a. This AGREEMENT is made by and between: **Geotechnology, LLC**, hereinafter referred to as **GEOTECHNOLOGY**, and **Colerain Township**, hereinafter referred to as **CLIENT**.
- b. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. **P043231.01**, dated **March 24, 2023**, and any exhibits or attachments noted in the PROPOSAL. In the event of a conflict between the TERMS and the PROPOSAL, the provisions of the TERMS shall govern unless the PROPOSAL specifically indicates that it is to govern. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.
- c. This proposal is valid for 30 days from **March 24, 2023**.
- d. The technical pricing information contained in this PROPOSAL submitted by GEOTECHNOLOGY is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOTECHNOLOGY.
- e. It is intended by the parties to this AGREEMENT that GEOTECHNOLOGY'S services in connection with the project shall not subject GEOTECHNOLOGY'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against GEOTECHNOLOGY, a Missouri corporation, and CLIENT expressly waives CLIENT's rights against any of GEOTECHNOLOGY'S employees, officers or directors.

2. STANDARD OF CARE

- a. CLIENT recognizes that conditions may vary from those observed at locations where borings, surveys, observations, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNOLOGY will be based solely on information available to GEOTECHNOLOGY. GEOTECHNOLOGY is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. GEOTECHNOLOGY offers different levels of services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. CLIENT has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided.
- c. The standard of care for all professional engineering and related services performed under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. GEOTECHNOLOGY makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by GEOTECHNOLOGY.

3. SITE ACCESS AND SITE CONDITIONS

- a. CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNOLOGY to perform the services set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNOLOGY free access to the site. GEOTECHNOLOGY will take reasonable precautions to reduce damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNOLOGY will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHNOLOGY arising from damage done to subterranean structures and utilities not identified or accurately located.

4. CHANGED CONDITIONS

- a. If, during the course of performance of this AGREEMENT, conditions or circumstances are discovered which were not contemplated by GEOTECHNOLOGY at the commencement of this AGREEMENT, GEOTECHNOLOGY shall notify CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and GEOTECHNOLOGY shall renegotiate, in good faith, the terms and conditions of this AGREEMENT.

5. SAMPLES AND CUTTINGS

- a. GEOTECHNOLOGY will dispose of soil and rock samples ninety (90) days after submittal of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.
- b. Cuttings, rinse water, well development and other wastes will be left on site and are CLIENT's responsibility to dispose unless specifically addressed in the PROPOSAL.
- c. CLIENT shall take custody of all monitoring wells, probe holes and borings installed by GEOTECHNOLOGY and shall take any and all necessary steps for the proper maintenance, repair or closure for such wells, probes, or borings at CLIENT'S expense.

6. OBSERVATION

- a. CLIENT recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason, CLIENT shall retain GEOTECHNOLOGY to observe construction when GEOTECHNOLOGY has provided engineering services. CLIENT understands that construction observation is conducted to reduce – not eliminate – the risk of problems arising during construction and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should GEOTECHNOLOGY for any reason not provide construction observation during the implementation of GEOTECHNOLOGY's plans, specifications, and recommendations, or should CLIENT restrict GEOTECHNOLOGY's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against GEOTECHNOLOGY, and indemnify, defend, and hold GEOTECHNOLOGY and its affiliated companies harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by GEOTECHNOLOGY.
- b. If GEOTECHNOLOGY is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, then this paragraph applies. For the specified assignment, GEOTECHNOLOGY will report observations and professional opinions to CLIENT. No action of GEOTECHNOLOGY's site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNOLOGY will report to CLIENT observed conditions related to services for which GEOTECHNOLOGY has been retained to perform which, in GEOTECHNOLOGY's professional opinion, do not conform with plans and specifications. GEOTECHNOLOGY has no right to reject or

stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNOLOGY's presence on site does not in any way guarantee the completion or quality of the work of any party retained by CLIENT to provide field or construction-related services.

- c. GEOTECHNOLOGY shall not be required to sign any document, no matter by whom requested, that would result in GEOTECHNOLOGY having to certify, guarantee, or warrant the existence of conditions whose existence GEOTECHNOLOGY cannot ascertain. CLIENT agrees not to make resolution of any dispute with GEOTECHNOLOGY or payment of any amount due to GEOTECHNOLOGY in any way contingent upon GEOTECHNOLOGY signing any such document.
- d. The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either express or implied. The definition and legal effect of any and all certifications shall be limited as stated herein.
- e. GEOTECHNOLOGY will strive to perform its construction materials testing services under this AGREEMENT in accordance with generally accepted testing procedures unless other procedures are specifically referenced in the text of the Project plans and/or specifications.
- f. GEOTECHNOLOGY will provide materials testing for samples specified by CLIENT or at a frequency specified by CLIENT and/or will collect samples for materials testing or conduct materials testing when contacted by the CLIENT. GEOTECHNOLOGY will provide foundation testing and/or television camera inspections on drilled shafts or piles constructed by and at a frequency specified by CLIENT. Engineering evaluation of the suitability of the number or types of samples is not provided by GEOTECHNOLOGY.
- g. Construction materials tests performed by GEOTECHNOLOGY on site are taken intermittently and indicate the general acceptability of materials on a statistical basis. GEOTECHNOLOGY'S tests and observation of materials are not a guarantee of the quality of other parties' work and do not relieve other parties from the responsibility to perform their work in accordance with applicable plans, specifications and requirements.

7. JOBSITE

- a. Unless specifically set forth in the PROPOSAL, GEOTECHNOLOGY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any other person or entity, or safety precautions and programs incident thereto. GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.
- b. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY'S services under this AGREEMENT are limited to geotechnical engineering, geophysical surveying, drilling, construction materials testing or deep foundation testing and GEOTECHNOLOGY shall have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.
- c. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNOLOGY of CLIENT's findings relative to the possible presence of such materials.
- d. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNOLOGY and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNOLOGY and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNOLOGY to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNOLOGY for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- e. GEOTECHNOLOGY agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNOLOGY and its affiliated companies harmless for any and all consequences of disclosures made by GEOTECHNOLOGY, which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- f. CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNOLOGY, which are found to be contaminated.

8. BILLING AND PAYMENT

- a. CLIENT will pay GEOTECHNOLOGY in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNOLOGY, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNOLOGY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The absence of written notification described above, shall constitute an unqualified acceptance of the invoice amount due and payable, and waiver by CLIENT of all claims with respect thereto.
- b. CLIENT recognizes that late payment of invoices results in extra expenses for GEOTECHNOLOGY. GEOTECHNOLOGY retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of GEOTECHNOLOGY'S invoices are not paid when due, GEOTECHNOLOGY reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this AGREEMENT until all past due amounts have been paid in full.
- c. If test results that indicate failure of a material to meet the intended specification require retesting of the material after additional work by parties responsible for that material, the cost of retesting will be invoiced to the CLIENT.
- d. GEOTECHNOLOGY may elect to adjust its rates under this AGREEMENT to account for changes in overhead rates and salary adjustments no sooner than one year from the date of this AGREEMENT, and no more often than once per year at the end of each subsequent year.

9. TERMINATION

- a. This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. Both parties shall have the opportunity to initiate a mutually agreeable remedy for failure of performance within fifteen (15) days after notice of termination. In the event of termination, GEOTECHNOLOGY will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of cleanup, demobilization, completing analyses, records, and reports necessary to document job status at the time of termination.

10. ALLOCATION OF RISK

10.1 LIMITATION OF LIABILITY

- a. GEOTECHNOLOGY and CLIENT have evaluated the risks and rewards associated with this project, including GEOTECHNOLOGY'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of GEOTECHNOLOGY to CLIENT and third parties granted reliance is limited to the greater of \$50,000 or GEOTECHNOLOGY'S fee, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of GEOTECHNOLOGY'S services or this agreement regardless of cause or causes. Such causes include, but are not limited to, GEOTECHNOLOGY'S negligence, errors, omissions, strict liability, statutory liability, negligent misrepresentation, breach of contract, breach of warranty, or other acts giving rise to liability based on contract, tort or statute. If CLIENT prefers to have higher limits of liability coverage, GEOTECHNOLOGY agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of our total fee or \$1,000.00, whichever is greater.
- b. Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incidental, special or consequential damages incurred by the other party.

10.2 INDEMNIFICATION

- a. Subject to the provisions of the Limitation of Liability described in 10.1a. above, CLIENT and GEOTECHNOLOGY each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this AGREEMENT. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of CLIENT and GEOTECHNOLOGY, they shall be borne by each party in proportion to its negligence.
- b. ~~CLIENT shall indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers, and employees, from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including reasonable attorney's fees or other loss arising from damage to subterranean structures or utilities which were not identified or located by CLIENT to GEOTECHNOLOGY in advance of our work or the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.~~ *DNW 3/27/23*
- c. For the purposes of this AGREEMENT only, and except as provided under Paragraph 10.2a above regarding the negligent performance of GEOTECHNOLOGY, CLIENT shall reimburse GEOTECHNOLOGY for or otherwise indemnify, defend, and save GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers and employees harmless from any and all demands, suits, judgment, expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from the presence or origination of hazardous substances, pollutants, or contaminants on CLIENT'S property, irrespective of whether such materials were generated or introduced before or after execution of this AGREEMENT; provided, however, that nothing hereinabove set forth is intended to shift any responsibility for employee claims that the parties may bear under the Worker's Compensation laws of the state in which the work is to be performed.
- d. GEOTECHNOLOGY shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the work. Without contradiction of any assertion by CLIENT or third party liability as described in Paragraph 10.2b above and for the purposes of this AGREEMENT only, it is agreed that any hazardous materials, pollutants, or contaminants generated or encountered in the performance of the work shall be the responsibility of CLIENT.

11. CONTINUING AGREEMENT

- a. The indemnity obligations and limitations of liabilities established throughout this AGREEMENT, regardless of paragraph number, shall survive the assignment, transfer, expiration or termination of this AGREEMENT.

12. PREVAILING WAGE AND UNION MEMBERSHIP

- a. Unless CLIENT specifically informs GEOTECHNOLOGY in writing or it is specifically identified in our PROPOSAL and/or WORK AUTHORIZATION that prevailing wage regulations or union membership are required for the Project and the Scope of Services identifies it as covered, CLIENT will reimburse, defend, indemnify and hold harmless GEOTECHNOLOGY and its affiliated companies from and against any liability resulting from a subsequent determination that prevailing wage regulations or union membership cover the Project, including all additional costs, fines and attorneys' fees.

13. THIRD PARTY RELIANCE UPON REPORTS

- a. All Documents are prepared solely for use by CLIENT (and Owner, if applicable) and shall not be provided to any other person or entity without GEOTECHNOLOGY'S written consent. CLIENT shall defend, indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without GEOTECHNOLOGY'S written consent.

14. NON-SOLICITATION OF EMPLOYEES

- a. CLIENT recognizes that GEOTECHNOLOGY, as a part of the services covered by this AGREEMENT, may provide one or more of its employees to work with members of CLIENT'S project staff or specifically on a CLIENT'S project. For purposes of this AGREEMENT, an employee of GEOTECHNOLOGY may be a permanent or temporary employee assigned to provide services to CLIENT. CLIENT hereby agrees that CLIENT will not hire, either directly or indirectly, or provide inducement to hire an employee of GEOTECHNOLOGY either as an employee of CLIENT or as an employee of a subcontractor or supplier to CLIENT, such suppliers to include providers of contract labor, during the term of this AGREEMENT and for a period of six months after the termination of this AGREEMENT. Any hiring or inducement to hire any GEOTECHNOLOGY employee during the term of this AGREEMENT and for a period of six months after termination of this AGREEMENT will be subject to a fee equal to 25% of the total fee for services generated by that employee during a nominal 12-month period.

15. DISPUTES RESOLUTION

- a. All claims, disputes, and other matters in controversy between GEOTECHNOLOGY and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, unless prohibited by law,

GEOTECHNOLOGY shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.

- b. If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:
- (1) the claim will be brought and tried in ~~St. Louis County, Missouri~~ ^{Hamilton County, Ohio} and CLIENT waives the right to move the action to any other county or judicial jurisdiction, and
 - (2) the prevailing party in any arbitration or litigation between GEOTECHNOLOGY and CLIENT shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness costs, and other claim related expenses. For purposes of this paragraph, a party prevails if (i) the judgment is equal to or in excess of the Plaintiff's last written demand for settlement, the Plaintiff shall also be entitled to recover its costs, expenses and reasonable attorney's fees from Defendant; (ii) the judgment is equal to or less than the Defendant's last written offer of settlement, the Defendant shall be entitled to recover its costs, expenses and reasonable attorney's fees from the Plaintiff; (iii) the judgment is in between the Plaintiff's last written demand for settlement and the Defendant's last offer of settlement, then neither party shall recover any of its costs, expenses or attorney's fees from the other.

16. GOVERNING LAW AND SURVIVAL

- a. The law of the State of ~~Missouri~~ ^{Ohio} will govern the validity of these TERMS, their interpretation and performance.
- b. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

17. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein (unless assignee assumes in writing assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the AGREEMENT.

18. OTHER PROVISIONS

- a. It is agreed that this AGREEMENT is entered into by the parties for the sole benefit of the parties to the AGREEMENT, and that nothing in the AGREEMENT shall be construed to create a right or benefit for any third party.
- b. Neither party shall hold the other responsible for damages or delay in performance caused by weather and other acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- c. The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

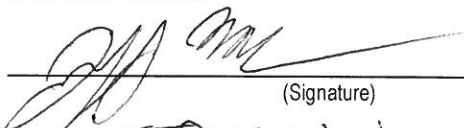
19. FUTURE SERVICES

- a. All future services rendered by GEOTECHNOLOGY at CLIENT'S request for the project described in the PROPOSAL and/or WORK AUTHORIZATION shall be conducted under the terms of this AGREEMENT.

20. SIGNATURES

- a. The parties have read the foregoing, including any attachments thereto, understand completely the terms, and willingly enter into this AGREEMENT that will become effective on the date signed below by CLIENT.

COLERAIN TOWNSHIP


(Signature)
Jeff Weckbach
(Printed Name)
Administrator
(Position)
3/27/23
(Date)

GEOTECHNOLOGY, LLC


(Signature)
Michele L. Schneider
(Printed Name)
CMT Project Manager
(Position)
March 24, 2023
(Date)

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Contract - Sedgwick - Workers Compensation Administration - \$6,920 - One Year
Recommend approval of all consent items.

Rationale:
The attached agreement with Sedgwick is for this company to serve as the Township's representative on Worker's Compensation claims and filings. This group will review all claims, attend hearings, and provide an independent review of medical claims. The cost of the contract is \$6,920 and the term is for one year.

EXHIBIT A

To view the Sedgwick service agreement referenced in this Exhibit, visit

<https://viaoneohio.sedgwick.com/Rating/2024PEgroupcontract.pdf>

password: group2024

**RENEWAL INVOICE**

Bill To:

JEFF MCELRAVY
COLERAIN TOWNSHIP / HAMILTON COUNTY
4200 SPRINGDALE RD
COLERAIN TOWNSHIP, OH 45251

BC/PO #:	346-23
☒ Approved for Payment Amt. \$ 6,920 ☐ Final Payment ☐ Partial	Date 3/15/23
Director	<i>[Signature]</i>

Invoice Date: March 7, 2023

Invoice #: 1419236

Policy #: 33120204

Group #: 40003

Rating Year: 2024

Due Date: Upon Receipt

GROUP RATING

The enrollment fee covers:

- Services for the annual contract period beginning 7/1/2023
- Policy Year: Group Rating enrollment for 1/1/2024 to 12/31/2024

Annual Fee:**\$ 6,920***Please sign and return invoice with remittance to:***Make Check Payable to:****Sedgwick****PO Box 89456****Cleveland, OH 44101-6456****OR**

Credit card account number:
Amount to be charged: \$ 6,920 Expiration date:
Print name as it appears on card:
Signature:
By signing above you authorize Sedgwick to charge your credit card in the amount as shown above, and agree to pay the amount shown above according to your credit card agreement.

To enroll and pay online visit www.sedgwick.com/ohiotpa/enroll

By returning this invoice or by remittance of the service fee, Client acknowledges and accepts all terms and conditions of the workers' compensation service agreement. Said agreement is hereby incorporated by reference herein (see link above).

This invoice is for Sedgwick's workers' compensation third party administration services pursuant to a service agreement between your company and Sedgwick. Client acknowledges that payment of this invoice does not constitute or guarantee enrollment in any workers' compensation discount/alternative rating program.

<i>Jeff Weckbach</i>	<i>[Signature]</i>	<i>Administrator</i>	<i>3/28/23</i>
Printed Name	Signature	Title	Date
<i>jmcelravy@colerain.org</i>	<i>513 923 5003</i>	If your organization has merged with or acquired another company in the last year, or plans to up through the policy year noted above, initial here and contact our office immediately to review your options.	
Email Address	Phone number		

Questions? Contact Tammy Ring at 614-266-9516 or Tammy.Ring@sedgwick.comIf a W-9 is needed visit <https://viaoneohio.sedgwick.com/Rating/SedgwickW9.pdf>

Ohio Township Association, group #40003 (2024) GRC-M
Sedgwick / policy #33120204

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Contract - One Stop Pest Control - Termite Remediation - \$2,800
Recommend approval of all consent items.

Rationale:
This agreement allows for the removal of termites at Station 26.



(/dashboard)

All Locations



Your Account ▾

Initial Price

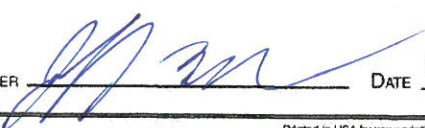
\$2800.00

REVIEW & SIGN

Pest Control Service Agreement

One STOP Pest Control

P.O. Box 53684
Cincinnati, Ohio 45253
513-888-9576
One Call Does It ALL

CUSTOMER Colerain Township Administration		SERVICE LOCATION 3360 Galbraith Road	
STREET 4200 Springdale Road		Groesbeck, OH 45239	
CITY, STATE AND ZIP Cincinnati, OH 45251		PERSON TO BE CONTACTED Colerain Township Adminis	SERVICE PHONE
PHONE 513-385-7500	TYPE OF PROPERTY TO BE SERVICED Office		
DATE SERVICE BEGINS 03/22/2023	DATE SERVICE ENDS 04/01/2024	RENEW ☒	SERVICE TO BE PERFORMED ☐ MONTHLY ☐ QUARTERLY ☐ OTHER _____
PEST TO BE CONTROLLED SUB TERMITES			
SPECIAL INSTRUCTIONS Material used: TERMIDOR HE Termiticide Drill interior wall and hollow block in kitchen. Drill and treat exterior concrete around the perimeter of the building. Trench and treat soil around the perimeter of the building. Will require 3 technicians for treatment.			
TERMS AND CONDITIONS This agreement does not cover new or existing damages caused by subterranean termites. This is a retreatment only agreement. This agreement covers retreatments of any infested areas treated by One Stop Pest Control. This annual termite agreement is transferable to any subsequent owner of property during the agreement period.			
SERVICE GUARANTEE: We agree to apply chemicals to control above-named pest in accordance with terms and conditions of this Service Agreement. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state and city regulations.			
SERVICE RENEWAL: This agreement shall be for initial period of <u>1-YEAR</u> , and will renew itself annually unless either party cancels this agreement by giving thirty days written notice before any expiration date.			
ANNUAL AGREEMENT CHARGE	\$	<u>\$450</u>	BY COMPANY <u>1 Stop Pest Control</u> DATE <u>03/22/2023</u> For CUSTOMER  DATE <u>03/22/2023</u>
INITIAL SERVICE CHARGE	\$	<u>\$2,800</u>	
MONTHLY / QUARTERLY PAYMENTS	\$	_____	
	\$	_____	

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PO Box 53684
Cincinnati, OH 45253
1stoppest@gmail.com (<mailto:1stoppest@gmail.com>)
513-888-9576
www.1StopPestControl.com (<http://www.1StopPestControl.com>)

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Contract - Cincinnati State - Paramedicine Partnership.
Recommend approval of all consent items.

Rationale:
This contract continues our partnership with Cincinnati State to provide emergency medical training. There is no cost to the Township and it generates revenue for the Department of Fire and EMS.



Partnership Agreement

2023 - 2024

Paramedic Program

Career Pathways Partnership Agreement For the Paramedic Program 2023 - 2024

Cincinnati State Technical and Community College Workforce Development Center & Colerain Township, Department of Fire and Emergency Medical Services – Hamilton County, Ohio

1. **Paramedic Program:** Cincinnati State Workforce Development Center (WDC) will continue to conduct the Paramedic Program, a one-year certificate program, in partnership with the Colerain Township, Department of Fire and Emergency Medical Services (CTFD), with courses to be held at Colerain Township Department of Fire and Emergency Medical Services Administration Complex located at 4200 Springdale Rd. Cincinnati, OH 45251. CTFD will provide the use of classroom space, equipment, and both BCI and FBI background checks for three full semesters of the Paramedic Program beginning May of 2023 and concluding May of 2024.
2. **Payment to Colerain Township:** In keeping with past practice and to demonstrate Cincinnati State's continued commitment to the Colerain Township Department of Fire and Emergency Medical Services, and the Paramedic Program, Cincinnati State Workforce Development Center will pay the Colerain Township Department of Fire and Emergency Medical Services a rental fee for the use of the facilities and equipment. This fee will equal \$225 per student, per semester. In the event a student has an outstanding balance with Cincinnati State at the conclusion of a semester, the amount will be reduced until that balance has been paid. If at any time the enrollment of students attending the program should drop below twelve, the amount of reimbursement will lower to \$175 per student for each subsequent semester until the end of the Program.
3. **Colerain Township Student Enrollment:** In addition to the above payment to the Colerain Township Department of Fire and Emergency Medical Services, in consideration of the continued relationship, 1 seat will be made available at no cost for a CTFD employee, chosen by Colerain Township Department of Fire and Emergency Medical Services to attend the Paramedic Program. In the event that student is unsuccessful in the completion of 3 consecutive semesters, the enrollment waiver will be extended to another employee of CTFD of their choosing.
4. **College Credit Enrollment:** Enrollment into all Cincinnati State Paramedic classes, scheduled to be taught off campus at the Colerain Township Department of Fire and Emergency Medical Services Administration Complex, 4200 Springdale Rd. Cincinnati, Ohio 45252 requires the student paying tuition and being enrolled at Cincinnati State and thereby receiving college credit from Cincinnati State. Both partner institutions will work together to ensure proper registration processes are completed in a timely fashion as required to meet the Ohio Board of Regents census procedures for flexibly scheduled course offerings.

5. **Additionally**

- Applicants for college credit will meet college admission requirements and pay all appropriate fees before any credits earned through this career pathway agreement will be recorded on the student's official Cincinnati State transcript.
- Students who have a recorded account receivable balance, or prior academic probation issue unresolved with the college will not be able to obtain college credit until the issue is resolved.
- Credit will be listed on the student's transcript with the course name and number, as well as, credit hours and grade.

6. **Term of the Agreement:** This agreement will be in effect from June 1, 2023 through June 1, 2024.

7. **Amendment or Termination:** With the agreement of both parties, this document can be amended when needed and said amendments attached, or the document rewritten and signed by mutual agreement of the parties. Changes in federal or state funding and policy could affect this agreement resulting in termination or either party may terminate the agreement with written notice to the other party 30 days in advance and delivered via certified mail.

8. **State of Ohio Contractual Requirements**

1. The following provisions satisfy the State of Ohio contractual requirements:

a. **Choice of Law/Jurisdiction**

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Primary Agreement and/or performance thereunder.

b. **Declaration Regarding Material Assistance/Non-Assistance to Terrorist Organization**

Contractor hereby represents and warrants to College that it has not provided any material assistance, as that term is defined in Ohio Revised Code ("O.R.C.") Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has provided or will provide such to College prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Contractor shall immediately repay to College any funds paid under this Agreement.

c. **Campaign Contributions**

The (vendor) hereby certifies that neither the (vendor) nor any of the (vendor)'s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

d. **Findings for Recovery**

Contractor affirmatively represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24.

e. Confidentiality

It is understood by the parties that College is a state community college, created pursuant to O.R.C. Chapter 3358, and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq., and that any record kept by College that is deemed a public record is subject to release if a proper request is made.

f. Nondiscrimination

Pursuant to O.R.C. §125.111, parties agree that the party, any subcontractors, and any person acting on behalf of the party or subcontractor, will not discriminate by reason of race, creed, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this contract. Parties further agree that party, any subcontractor, and any person acting on behalf of party or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, creed, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, or ancestry.

g. Ohio Drug Free Workplace

The parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

h. Ohio Ethics Laws

By signing this agreement, the parties certify that they are currently in compliance with and will continue to adhere to the requirements of Ohio ethics law as provided by O.R.C. §§ 102.03 and 102.04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written.

(Colerain Township):

(Cincinnati State Technical and Community College)

By: _____

Signature

Name

Title

By: _____

Signature

Name

Title

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff McElravy, Finance Director
Strategic Plan Goal:	Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Contract - Mobilcomm - Access Control for Rear Door of Administration WingContract- \$2,529.33- NO EXP
Recommend approval of all consent items.

Rationale:
This proposal would allow the Township to repurpose the ID card access equipment from the training center on the rear door of the administration wing. Upon approval, work will begin on 4/14/2023.



1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

PROPOSAL FOR: Colerain Township

ADDRESS: 4200 Springdale Rd

CITY, STATE, ZIP: Colerain Township, OH 45251

SYSTEM #:

SALES TAX:

DATE: 3/29/2023

EXPIRES: 7 Days

REV:

ATTENTION: Robert Shepard

E-MAIL: rshepherd@colerain.org

TELEPHONE: 513.923.5007

SALES REP: Terry Connaughton

TELEPHONE: 513-595-5931

E-MAIL: tconnaughton@mobilcomm.com

QUOTE #:

PREPARED BY: Matt Oliver

TELEPHONE: 513-595-5831

E-MAIL: moliver@mobilcomm.com

DESCRIPTION: Access Control for Rear Admin Door

Proposal will re-use equipment from FD Training Building

Documents Included:

Scope of Work

Terms & Conditions

Note: Parts pricing and shipping subject to Review before order is placed by Mobilcomm.

Sales Tax is Not Included:

Total Payable to Mobilcomm:

\$2,529.33

ACCEPTED BY: _____

PO #: _____

PRINT NAME: _____

DATE: _____

[illegible]

SCOPE of WORK for:	Colerain Township
Description of Work:	Access Control for Rear Admin Door
Proposal By:	Matt Oliver

[illegible]

TERMS / CONDITIONS for:	Colerain Township
Description of Work:	Access Control for Rear Admin Door
Proposal By:	Matt Oliver

Item Description	Details - Please contact Matt Oliver for questions or clarification of this document	Mobilcomm	Customer	Other
Owner Responsibilities	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
Assumptions	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
Proposal	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
Purchase Orders	Purchase Orders, if required, must be included with the signed copy of this quotation.			
Confidential	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
Liability & Damages	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.			
	In no event will Mobilcomm be liable for incidental or consequential damages			
Maintenance Agreement	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
Manufacturer's Warranty	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
Returns	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in it's original packaging, within fifteen (15) days after shipment.			
Payment Terms & Tax	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
Acceptance	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			

CONSENT ITEMS

Department: Administration
Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Engagement Letter- Plattenburg
Engagement Letter - Plattenburg - Towne Center/Rumpke TIF Trustee Analysis - Not to Exceed \$7,000 - NO EXP

Rationale:
As part of the 2022 Year End close, staff identified several transfers, in 2021, from general checking to the Colerain Towne Center/Rumpke TIF trustee accounts that may not have been necessary. This analysis will address that question.

It is worth noting that the accounts of the Township are reconciled each month. It is not that any funds have been misused or are missing. It is simply that some funds may be reflected in the wrong account.

PLATTENBURG

Certified Public Accountants

March 23, 2023

Jeff McElravy
Finance Director
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

This letter will confirm the understanding of our engagement to render accounting services to Colerain Township. Plattenburg will provide accounting services to assist the Township with a TIF analysis. We will work under the direction of the Finance Director. This includes looking at settlements, communication with TIF administrator and Trustee etc.

The fee will range between \$6,550- \$7,500.

Plattenburg does not guarantee any results. Progress billings will be made monthly and will be payable upon presentation

Please indicate your agreement with the arrangements discussed herein by signing and returning this letter.

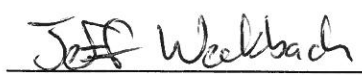
Sincerely,

Plattenburg & Associates, Inc.

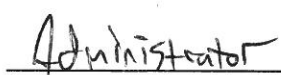
Plattenburg & Associates, Inc.



Signature



Printed Name



Title

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Promotion - Fire Lieutenant - Department of Fire and EMS - Firefighter/Paramedic Steve May - \$32.94 per hour.
Recommend approval of all consent items.

Rationale:
The recommendation to promote Firefighter/Paramedic Steve May to the position of Fire Lieutenant in the Operations Bureau is to fill a current vacancy. Contingent upon the adoption of the motion to promote Firefighter/Paramedic Steve May, he would assume the role of Fire Lieutenant at an hourly rate of \$32.94 effective February 19, 2023.

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Police Officer - Police Department - Barb Alwyard
Recommend approval of all consent items.

Rationale:
The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Barb Alwyard.

The wage for this job is \$40.38 per hour for 40 hours per week. Contingent upon Board approval, she would be eligible to begin work on April 16, 2023.

CONSENT ITEMS

Department: Administration
Department Director: Jeff McElravy, Finance Director

Strategic Plan
Goal:

Services Agreement- Zix- Microsoft Office 365
Recommend approval of all consent items.

Rationale:
This Services Agreement will allow the Fire Department to upgrade ten Microsoft Office 365 licenses from Business Basic to Business Standard. The total cost of the amendment is \$370.50.

Document No.: Q-103084-20230405-1727

Version #:Q-103084 - 1

55 Network Drive, 1st Floor
Burlington, MA 01803
Phone: (781) 933-6110

Bill to:
 Colerain Township
 4200 Springdale Rd
 Cincinnati, OH 45251-1419
 US

Billing Contact Information
 Name: Robert Shepherd
 Phone: 513-923-5007
 Email: rshepherd@colerain.org

- ☒ Issue Invoice
- ☐ Initiate Credit Card Payment

Date: April 5, 2023
 Expires On: May 5, 2023
 Payment Terms: Net 30
 Email Domains: colerain.org

Ship to:
 Colerain Township
 4200 Springdale Rd
 Cincinnati, OH 45251-1419
 US

Technical Contact Information
 Name: Robert Shepherd
 Phone: 513-923-5007
 Email: rshepherd@colerain.org

Purchase Order No.:

(If P.O. No. provided, please attach copy of P.O.)

Acct Exec.: Michael Salvatore
 Order Type: Order Replacement

Product	Qty / No. of Users	Term (mos.)	Sales Price	Extended Price
Microsoft 365 Business Standard, Annual	121	6	\$71.25	\$8,621.25
NCE				
Microsoft 365 Business Basic, Annual	158	6	\$34.20	\$5,403.60
NCE				
Microsoft 365 Backup Bundle, Annual	30	6	\$18.00	\$540.00
• Exchange • OneDrive • Groups • Teams • SharePoint				
Total:				\$14,564.85

Total: \$14,564.85

*****Do not pay, this is not an invoice*****

1 Payment Schedule:

First Year Total	\$14,564.85
Grand Total	\$14,564.85

2 Special Terms:

This Services Agreement replaces the current services with updated licensing. A credit in the amount of \$14,194.35 will be applied toward this Services Agreement for unused services on previous services. All subscription fees of \$370.50 (\$14,564.85 – 14,194.35) will be invoiced upon execution of this Services Agreement as described in Item 3, "Invoicing and Payment." For clarity, the new service agreement period will be 4/18/2023 - 10/17/2023.

3 Invoicing & Payment:

This Services Agreement is entered into between ZixCorp Systems, Inc. for and on behalf of itself and its affiliates, which may provide Services hereunder ("Zix"), and the legal entity set out below. You represent and warrant that you have the authority to bind that entity (henceforth the terms "You" and "Your" throughout shall refer to such entity) to the subscriptions for Zix and third party services set herein (the "Services"). By signing below, or by your use of the Services, you are entering into a subscription for the Services (including licenses related thereto) indicated on the face of this Services Agreement for the committed term ("Term"). Zix may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and you agree to pay all invoices in U.S. dollars (or other currency specified herein) within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement, or if nothing is specified, thirty (30) days from your receipt of a Zix invoice. Fees for the Services ("Fees") are due for payment at the beginning of each Term, unless otherwise stated on the Services Agreement, with the Term beginning on the thirtieth (30th) day following the date of this Services Agreement or, if earlier on the date the installation is completed and/or the services are initiated and made available to you. Installation and availability will occur and may be billed, on a service-by-service basis.

Zix provides bundled services, and it may reallocate pricing among Services for tax purposes. This means that line items on your invoice may not match this Services Agreement or your purchase order, although the total Fees for the Services will remain the same.

Secure Cloud terms: If you purchase and/or manage Services through the Zix Secure Cloud Portal ("Portal"), any changes to your Services you make are subject to the options and applicable terms and conditions provided in the Portal at such time, including applicable subscription term options (as such may be amended by Zix from time to time). If your Services include any services which are provisioned or managed through the Portal on a monthly subscription, or you subscribe to a Microsoft service in-conjunction with any other Services, you expressly acknowledge and agree that all such Services (including, without limitation, Microsoft Cloud Services) will be subject to automatic renewal at the end of the selected Term without the requirement for any further notice or action. Each such subscription will automatically extend (as binding fixed-term commitments) for subsequent fixed periods matching the Term selected by you for those Services (each, a "renewal period") and no cancellation or refund will be available unless written notice of non-renewal is provided no less than thirty (30) days prior to the end of the current Term. Such notice of non-renewal must be provided to Zix at customersuccess@zixcorp.com.

4 Taxes; F.O.B. Upon presentation of invoices by Zix, the Customer agrees to pay any tariffs, duties, or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state, and local sales, imposed use, value-added, and personal property taxes (other than franchise and income taxes imposed on Zix's net income). Products are sent F.O.B. shipping location.**5 SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING:** If no box is checked, sales and use tax will be charged. You will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

A. ☐ Invoice sales tax to Customer.

B. ☐ The customer is a tax-exempt organization (please attach a state tax exemption certificate to the contract). The customer name on the certificate and the services agreement should be the same. No sales and use tax will be included on the invoice.

6 Other than as expressly set out in this Services Agreement, this Services Agreement and your use of the Services are governed by the applicable terms and conditions (for the service(s) you subscribe for) as set forth at <https://www.carbonite.com/legal/products-and-services-terms> (as such may be amended from time to time). In addition, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to your acceptance of the Microsoft service terms and operating guide which may be found here <https://www.microsoft.com/licensing/docs/customeragreement>.

ZixCorp Systems, Inc.	Colerain Township
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date: