

Regular Meeting of the Board of Trustees

April 10, 2018

1. **Opening of Meeting**
2. **Executive Session** 6:00 PM
3. **Pledge of Allegiance** 7:00 PM
4. **Meditation (Moment of Silence)**
5. **Fiscal Office** – Approval of Minutes from March 13th and April 3rd
6. **Presentations**
 - a. Judge Marilyn Zayas – Ohio Court of Appeals – First Appellate District
 - b. Swearing-In of Police Lieutenant Chris Phillips and Sergeant Eric Renner
7. **Citizens Address: Questions Concerning Today’s Agenda**
8. **Administrative Reports**
9. **Trustees’ Report**
10. **New Business**

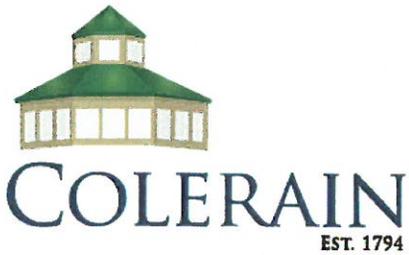
Public Safety

- a. Motion to Execute Contract with Project Lifesaver (Police)
- b. Motion to Accept Donation (Police)
- c. Motion to Execute Contract with PMAM Corporation (Police)
- d. Resolution Amending Res. 29-16 Related to Commercial False Alarm Fees (Police)
- e. Motion Authorizing Full-Time Firefighter Paramedic Hire (Fire)
- f. Motion Authorizing Full-Time Firefighter Paramedic Hire (Fire)
- g. Motion to Execute Contract with Finley Fire Equipment for the Purchase of Replacement Rescue Airbag System (Fire)
- h. Motion to Execute Contract with GHA Technologies for the Purchase of Replacement Mobile Data Computers (Fire)
- i. Motion to Execute Contract with Vogelpohl Fire Equipment for the Purchase of Replacement Firefighting Hose (Fire)

Planning and Zoning

- a. Motion to Execute Contract with Brummett’s Lawn Services for 2018 Abatement Services
- b. Motion to Set a Public Hearing on May 8, 2018 at 6:00PM for Zoning Text Amendment Case No. ZA2018-01 Medical Marijuana Land Uses within the Township





Public Services

- a. Motion to Accept the Ohio Department of Transportation's Mileage Certification.
- b. Motion to Execute Multiple Contracts for the Construction of a Dog Park at Heritage Park
- c. Motion to Execute Contract with ABCO Pavement Services
- d. Motion to Authorize Purchase of 25' Equipment Trailer

Administration

- a. Motion to Adopt Application for Boards and Commissions
- b. Motion Authorizing the Disposition of Surplus Vehicles
- c. Motion Authorizing the Payment of Legal Fees
- d. Motion Authorizing the Execution of MOU with AFSCME Local 3553
- e. Motion Authorizing the Purchase of Domain Controller
- f. Discussion: Northgate Mall Police Contract

11. Fiscal Office Report

- a. Approval of Inter-Fund Transfer

12. Citizens Address

13. Executive Session - if needed

14. Adjournment

NEW BUSINESS

Department: Colerain Police Department

Department Head: Mark Denney, Chief of Police

Police

a. Presentations

Swearing in of Lieutenant Chris Phillips and Sergeant Eric Renner.

b. Motion to Accept Donation

Recommend adoption of a motion to accept a \$500.00 donation from Mark Redmond State Farm, located on Colerain Avenue at Banning Road, for the Driving Angels Program.

Rationale

Mr. Redmond has been a great friend to the Driving Angels and to the Police Department. He has donated countless hours and continues to be a great supporter of this program.

c. Motion to Execute Contract with Project Lifesaver

Recommend adoption of a motion to allow Interim Administrator Geoff Milz to sign an agreement with Project Lifesaver in the amount not to exceed \$4,770.

Rationale:

Project Lifesaver is a non-profit organization that provides first responders the ability to quickly locate missing persons suffering from Alzheimer's disease or those who are on the Autism spectrum. The agreement is for the purchase of equipment that tracks wristbands worn by wander-prone citizens. The program is credited for several thousand rescues and compliments the Department's current CARE Program. The agreement is ongoing, but can be cancelled with 30-days' notice at any time. There are no re-occurring fees or costs, and users would be responsible for purchasing and maintaining the wristbands.

This was an item included in the Department's 2018 capital expense budget.

d. Motion to Execute Contract with PMAM Corporation

Recommend adoption of a motion to allow Interim Administrator Geoff Milz to sign a three-year agreement with PMAM Corporation to service our False Alarm resolution.

Rationale

There is no fee or payment required by the agreement, the Township and PMAM would split any revenue 55% to 45% in favor of the Township. PMAM will forward funds on a monthly basis and provide access to a dashboard to track incidents.

We currently spend several hours every week identifying and billing businesses in violation of the Resolution. We have no manpower or mechanism for follow-up or

NEW BUSINESS

enforcement of unpaid fines. PMAM blends aggressive collections with education and prevention by reaching out to the business community and educating them on the impact repeated false alarms poses to communities. In exchange, the Township would collect 55% of any fines and registration collected.

PMAM has seen significant reductions in false alarms in many of the communities they service (up to 55% in some). The goal of the resolution was never to create a revenue stream, but to reduce the nuisance and damage responding to false alarms causes. Allowing PMAM to handle the administrative end of the Resolution frees up staff time and provides better outcomes.

As a reference, we average approximately 2,500 false alarms annually. The cost associated with this is approximately \$75,000. That does not include fuel and other associated vehicle costs. More importantly, responding to these alarms removed 1,250 hours of patrol from our residents. An average officer works 2,080 hours a year, so this is roughly ½ of a police officer wasted. Nationally, the false alarm rate is 97.7%, ours is over 99%.

e. Resolution Amending Resolution 29-16 Related to Commercial False Alarm Fees

Recommend adoption of a resolution to amend an existing resolution (29-16) that establishes fees for repeated false intrusion alarms at businesses in the Township.

Rationale

This resolution does not include residential intrusion alarms. The amendment makes changes that require annual registration and allows the servicing of this resolution to be done by a vendor. The resolution also permits fines for the third false alarm incident in any calendar year and a fee for failing to register.



Project Lifesaver®

Active Membership

Operational Agreement and Standards

Project Lifesaver Standard: *The only reason an agency should join Project Lifesaver is to utilize this program to help your community, the people in that community, and others that have the tendency to wander. This program was created with two goals in mind - to streamline search and rescue procedures and to help save lives. This program will only succeed if the agency being trained accepts ownership in this program and encourages community participation, as well as works with their local media to actively promote the program to the public. Remember, you have to be hands on and know the program will not run itself once you have completed your training. You have to be dedicated to helping those in your community and want to be an active participant in this program*

1. Must be a recognized public safety organization, i.e.: police, sheriff, fire, search and rescue, VA Hospital, nursing home or assisted facility that is part of/sponsored by a public safety organization. Agency must appoint a "Program Administrator" to supervise the program.
2. Program must utilize title - Project Lifesaver, along with participating jurisdiction's program name.
3. Client support options are available and options selection is at the agency discretion. The following are options that the agency can choose from when operating their program in their community:

Option 1 - Agency purchases and maintains all tracking equipment, transmitters, accessories and training. The agency will obtain and maintain all information regarding the client, caregiver, etc. in the PLI database. Agencies will be solely responsible for all financial transactions with PLI for all aspects of the program.

Option 2 - Agency purchases the tracking equipment, accessories and training from PLI. Clients will enroll with PLI and lease the transmitter and tester, purchase batteries and bands and pay the maintenance cost directly to PLI. The agency will receive the equipment from PLI for placement on the client. All client information obtained by PLI will be relayed to the local agency for entry into the PLS database and for use in the event of a search.

Option 3 - Agency purchases the tracking equipment, accessories and training from PLI. Clients will enroll with PLI, lease the transmitter and tester, purchase the batteries and bands, and pay the maintenance cost directly to PLI. The transmitter and all maintenance equipment will be sent directly to the client from PLI with the caregiver being responsible for the installation and maintenance. All client information obtained by PLI will be relayed to the local agency for entry into the PLS database and for use in the event of a search.

4. All personnel participating in the program as a responder must successfully complete operator training and be certified as an Electronic Search Specialist by a Project Lifesaver Instructor. Re-certification must be accomplished once every two years.
5. Personnel not trained or certified as Project Lifesaver Electronic Search Specialists are not to be allowed to operate any equipment in an actual missing persons search.
6. All electronic equipment and program components must be purchased or obtained from Project Lifesaver International.
7. All Project Lifesaver insignia, patches, decals and other identification logos or insignia must be obtained from Project Lifesaver Headquarters.
8. The Project Lifesaver Logo is a registered trademark as is the Project Lifesaver name. Based on this agencies must submit a copy of brochures or printed matter containing these items to Project Lifesaver Headquarters for accuracy screening.

9. Personnel trained in Project Lifesaver techniques and protocols may not utilize such training knowledge to instruct anyone, unless certified as an instructor and as authorized by PLI Headquarters.
10. Instructors are only permitted to train personnel in their organization unless specifically designated as a “National Instructor” or “State Coordinator”.
11. Agency Instructor certification is valid only for the Project Lifesaver Program and equipment and not for any other similar type of equipment or other business.
12. After action reports must be entered in the database so that the information is relayed in a timely manner to Project Lifesaver International Headquarters.
13. Participating organizations agree to assist neighboring Project Lifesaver organizations upon request, if manpower is available.
14. Project Lifesaver is copyrighted, thus participating organizations must display the Project Lifesaver Logo, as prescribed.
15. An Agency may have the right to drop from the program, end its own program and terminate this Active Membership Operation Agreement and Standards without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of terminations. An agency that has dropped from the Project Lifesaver program cannot operate its’ own independent Project Lifesaver type program unless agreed on by Project Lifesaver International.
16. Project Lifesaver certifications and guidelines cover the Project Lifesaver Program and Equipment only. The Program has been carefully formed and the equipment has been thoroughly tested to provide only the best to our member agencies. For this reason, if any other organization or company places a non-Project Lifesaver transmitter or supplies you with any other non-Project Lifesaver equipment for use in your jurisdiction, your decision to search for any person wearing/ using a non-Project Lifesaver transmitter or your organization searches using any other non-Project Lifesaver equipment, you do so at your own risk. Project Lifesaver is not responsible or liable for any search or action in which non Project Lifesaver equipment is utilized.
17. All training and search procedures, materials, techniques, and certifications are copyrighted through Project Lifesaver International.
18. Agencies in violation of these operating procedures and guidelines are subject to decertification removal from the Project Lifesaver program.

19. New agency training is intended for joining member agency and personnel only. Any additional agency attending a training class must have submitted a separate letter of intent, a signed operational agreement and have obtained prior approval from Project Lifesaver International to attend said training. These additional agencies must have already paid the initial start-up costs.
20. An Agency starting Project Lifesaver will be responsible for the initial start-up cost for a new agency as well as travel expenses for the instructor's lodging, meals, transportation, fuel, fares, tolls etc. The agency will receive, in addition to items listed in sections 22 and 23, two emergency response packages. Each package consists of 1 receiver w attached antenna and carry case, 1 VDC Power Cable, 1 Headset, 1 Omni Antenna, 1 VHF Transmitter, 6 Batteries, 6 Bands, and 1 Battery Tester.
21. **Umbrella and associate members:**

Any agency wishing to form a group and act as the umbrella organization may do so under the following conditions;

- a) An agency may join as an associate member working underneath another agency that is joining as a full member. The agency must submit the required letter of intent, signed operational agreement and a payment of \$1,000 (associate member fee). If this associate member agency desires to upgrade to full member status, it must pay the remaining part of the membership model and training fees and execute new membership documents.
- b) An agency may only join under the associate member classification at the time the full member agency is joining Project Lifesaver and before the training is to take place. Associate member agencies must be located in the same jurisdiction of the full member agency only. Restrictions apply for Associate Members and prior approval from Project Lifesaver must be obtained.
- c) Associate members may not possess equipment but, may be certified to operate any equipment belonging to the full member agency. If at any time, the associate member agency comes into proprietary possession of equipment, for its own use, allowing the agency to function as a full member agency, it will then be considered a full member. If this occurs, an invoice will be generated for the balance of the full member membership costs.
- d) No one attending a training class that has not adhered to the above conditions nor has prior approval from Project Lifesaver International headquarters will receive certification.

22. Agency will receive a two day training course for up to 7 officers covering Alzheimer's, Autism, Down syndrome, and other related disorders. Also provided is orientation into understanding characteristics, wander behavior motivations, search techniques, complete background of the Project Lifesaver Program as well as extensive training utilizing the PLS Database. Successful attendees will be certified as Electronic Search Specialists. Agency will also receive a one day Instructor Course for up to 7 attendees that completed the Basic Operator Course. Instructors will be certified to teach within member organization to certify staff or re-certify existing staff.

23. Membership includes agency enrollment with the Alzheimer's Foundation of America, a complete Agency Paperwork Package, Instructor Package (includes sample SOP, templates of forms, and guides). Technical Assistance, Program Guidance Advice, up to date news on new items, Research and Development Benefits, Funding Assistance, Financial Incentives, Annual Conference Benefits, Grant Opportunities, Public Safety Equipment Discounts, Client Financial Services, Discounted Travel, Operator Certification and Re-certification and eligibility for National Recognition and Awards.

Agency:

Signature of Agreement for Agency

Date

Name/Title (Printed)

Agency Name

Agency Address

City, State, Zip

Project Lifesaver International:

Signature of Agreement for Project Lifesaver

Name/Title

Date

**CONTRACT FOR ALARM PROGRAM ADMINISTRATION
AND COLLECTION SERVICES**

This Contract for Alarm Program Administration and Collection Services (the "**Agreement**") is made and entered into by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**Contractor**") and the Colerain Township, (the "**Township**") to be effective upon the date of execution of this Agreement by the Township Administrator or the Township's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

Recitals

WHEREAS, the Township desires to engage the services of Contractor to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the Township's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article 1
Scope of Services**

- 1.1 The parties agree that Contractor shall perform the Services in accordance with the terms and conditions of the Township's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits, which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (i) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

**Article 2
Terms of Agreement**

- 2.1 The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the "**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day of the calendar month for which Contractor commences billing for its Services to the Township

hereunder following the installation of the False Alarm Management Program.

- 2.2 Contractor shall receive compensation, including authorized reimbursements including reimbursement for any Township fees paid by Contractor to the Township to permit Contractor to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model. In order to facilitate the sharing of revenues as set forth in Exhibit "B" hereto, the Township authorizes Contractor to open a P.O. Box and bank account on the Township's behalf. Withdrawals from such account shall be controlled by the Township, and any such withdrawals be made only by signatories designated by the Township.
- 2.3 At any time during the term of this Agreement, the Township may request that Contractor perform Special Services for additional compensation to be agreed upon by the Township and Contractor prior to the performance of any Special Services by Contractor. As used herein, Special Services means any work which is determined by the Township to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which Contractor agrees to perform. If the Township and Contractor reach an agreement on the performance of Special Services, Contractor shall undertake such Special Services after receiving the authorization from the Township.
- 2.4 The Township acknowledges and agrees that Contractor reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to Contractor and the other government agency may be negotiated between Contractor and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by Contractor, and other agency requirements. Contractor acknowledges and agrees that the Township shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between Contractor and such other government agency.

Article 3 Contractor Responsibilities

- 3.1 Subject to the limitations hereinafter set forth, Contractor agrees to and shall defend, indemnify and hold harmless the Township, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, agents or subcontractors. Lack of insurance coverage does not negate Contractor's obligation under this paragraph of this Agreement.
- 3.2 At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the Township. The Township shall have the right to control Contractor only insofar as the results of Contractor's Services rendered pursuant to this Agreement. The Township shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to this Agreement.
- 3.3 Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall Contractor be liable for damages attributable to its actions or inactions, or its

subcontractor's actions or inactions, with respect to the Services or Special Services provided hereunder, whether for indemnification or otherwise, in excess of the sum of: (i) any insurance proceeds actually received by Contractor, or paid by Contractor's insurance carrier to the Township, with respect to the claim for indemnification by the Township hereunder, and (ii) the amount of fees actually retained by Contractor under this Agreement as its fee during the six (6) months immediately preceding the act or omission that generated Contractor's indemnification obligation hereunder; provided, however, the limitations on the indemnification obligations of Contractor set forth in this Section shall not apply to the obligation of Contractor to pay the Township its share of the collected revenues as set forth in this Agreement.

- 3.4** If Contractor is required to indemnify the Township hereunder, Contractor shall assume the defense of the Township with counsel reasonably acceptable to the Township at the expense of Contractor. In addition, the Township's may engage its own counsel to participate in any defense in any such proceeding at the Township's expense.

Article 4
The Township's Responsibility

- 4.1** The Township shall cooperate with and assist Contractor by, among other things, making available, as reasonably requested by Contractor, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by the Contractor to carry out its obligation under this Agreement.

Article 5
Insurance Requirements

- 5.1** At the current time, Contractor does not maintain any offices in the State in which the Township is located, nor does Contractor maintain any employees in such State. All Services required to be performed by Contractor hereunder shall be performed by Contractor at its offices in the State of Texas or elsewhere outside the State in which the Township is located. Contractor shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. Contractor shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the Township, nor shall Contractor allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. Contractor, at Contractor's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:

- 5.1.1** Comprehensive or Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverages under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the Township.
- 5.1.2** Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
- 5.1.3** Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy

limits of \$100,000 for each accident, \$500,000 policy limit- Disease. The insurer shall agree to waive all rights of subrogation against the Township, its officials, employees and volunteers for losses arising from the activities under this Agreement.

- 5.2 All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.
- 5.3 The Township shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If Contractor, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The Township, at its sole option, may terminate this Agreement.
- 5.4 Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the Township, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the Township not later than ten (10) days following cancellation.
- 5.5 Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.
- 5.6 Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the Township's Purchasing Department.

Article 6 Termination of Agreement

- 6.1 Grounds for Termination
 - 6.1.1 Township may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Contractor may not terminate this Agreement except for cause.
 - 6.1.2 Contractor's Fee Schedule and pricing for any and all Services to be provided by Contractor to the Township under this Agreement have been set, established and agreed to be based upon the current provisions of applicable Township ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines and charges, then the Contractor reserves the express right to enter into good faith negotiations with the Township to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from Contractor to the Township of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then Contractor reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by Contractor under this Agreement, Contractor shall be paid all fees and costs due and owing Contractor as of the date of said termination.
 - 6.1.3 Contractor may terminate this Agreement upon thirty (30) day written notice to the

Township if the Township misuses or attempts to appropriate the proprietary software of Contractor.

6.2 Effect of Termination

6.2.1 If this Agreement is terminated as provided herein, the Township may require Contractor to provide all finished and/or unfinished data and other information of any kind possessed by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, in the event the Township shall terminate this Agreement:

6.2.1a All data relating to alarm permits shall be owned by the Township. Upon termination of this Agreement, Contractor shall promptly deliver to the Township all data in MS-SQL format.

6.2.1b. Contractor retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The Township does not acquire any ownership rights to the Application software. The Software is protected in favor of PMAM, as well as any future registered trademarks, are trademarks of PMAM.

6.2.1c. The proprietary software is considered loaned to the Township during the duration of this Agreement as laid out in this Agreement and the Township will not have any access to PMAM's proprietary software after the conclusion of the Agreement.

6.2.1d. The Township shall pay Contractor all fees and costs due and owing Contractor as of the date of said termination.

6.2.1e. The provisions of this Section shall survive the termination of this Agreement.

Article 7 Confidentiality of Information

7.1 At all times, the Contractor shall recognize the Township's sole and exclusive ownership of all information provided by the Township, and the sole and exclusive right and jurisdiction of the Township to control the use of this information. Similarly, the Township recognizes that the proprietary software described in Section 6.2.1c. above is owned by Contractor and the Township has no rights or claim thereto.

7.2 Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law.

7.3 Each party further agrees that in the event that any documents containing confidential

information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner's rights and the confidentiality of the information.

7.4 The Contractor agrees to return any and all data furnished and information derived hereunder promptly upon a request by the Township and its authorized designee.

**Article 8
General Provisions**

8.1 This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.

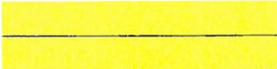
8.2 Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that Contractor may assign this Agreement to its successor without consent by the Township by giving written notice to the Township. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.3 This Agreement shall be governed by the laws of the State of Ohio; and venue for any action concerning this Agreement shall be in Hamilton County, Ohio. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

8.4 This Agreement may be amended by the mutual written agreement of the parties.

8.5 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.6 Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

Township of Colerain: 


Contractor: PMAM Corporation
Attn: Mr. Pankaj Kumar, President

5430 LBJ Freeway, Suite 370
Dallas, TX 75240

- 8.7 Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Township during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
- 8.8 Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- 8.9 The Contactor will abide by all laws, rules and regulations applicable to the provision of the Services.
- 8.10 Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.
- 8.11 This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signature Page Follows on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

_____ day of _____ in the year _____.

Township of Colerain, Township

PMAM Corporation

By: _____
Name: _____,
Title: _____

By: _____
James David Moss,
Vice President

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

Scope of Work and Requirements

Scope of Work:

It will be the Contractor's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. The Contractor shall accurately convert all pertinent data downloaded from the Township's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

Contractor shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
 - a. Alarm permits
 - b. Permit Holders
 - c. Permit Holders with outstanding charges
 - d. Non-permitted locations with outstanding charges
 - e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the Township
4. Performance of all the billing in accordance with the Township's alarm ordinance, as may be amended from time to time by the Township
5. Generation of the following reports including but not limited to:
 - a. New alarm permits issued and fees collected
 - b. Annual permit renewals billed and fees collected
 - c. Permits inactivated or revoked and reason for inactivation or revocation
 - d. Permits reinstated and reason for reinstatement
 - e. Number of false burglar alarms
 - f. Number of false burglar alarms billed and fees collected
 - g. Number of false robbery alarms
 - h. Number of false robbery alarms billed and fees collected
 - i. Number of reinstatement fees billed and fees collected
 - j. False burglary and/or robbery alarms for permit owners
 - k. False burglary and/or robbery alarms for non-permitted owners
 - l. Suspension or revocation Report for permit holders as per ordinance, if applicable

6. System functionality to capture the following information:
 - a. Permit number
 - b. Permit issue date
 - c. Permit expiration date
 - d. Permit type (residential / commercial)
 - e. Name of business or residential permit holder
 - f. Site
 - 1) Street address and zip code of property
 - 2) Type of property (residential / commercial)
 - 3) Telephone numbers
 - 4) Contact persons (minimum of 2) and phone number(s)
 - 5) Type of alarm system installed (burglary, panic, robbery)
 - g. Billing
 - 1) Name
 - 2) Full mailing address (includes zip code)
 - 3) Contact person and phone number(s)
 - h. Permit Holder Responsible for Alarm
 - 1) Name
 - 2) Complete mailing address
 - 3) Phone numbers
 - i. Name and telephone number of alarm monitoring company
 - j. Name and telephone number of company that installed the alarm system
 - k. Special Medical Concerns
 - l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
 - 1) Permit number (or non-permitted identifier)
 - 2) Name of permit holder
 - 3) Location of permit holder
 - 4) Permit status
 - 5) Expiration date
 - 6) Last false alarm incident date and time
 - 7) Alarm type (i.e., burglar, panic, etc.)
 - 8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
 - 1) Incident number
 - 2) Priority
 - 3) Call code
 - 4) Disposition

- 5) Date
- 6) Time:
 - (a) Received
 - (b) Dispatched
 - (c) Arrived
 - (d) Cleared
- 7) Remarks
- 8) Site name and address
- 9) Reportee name, address, daphone number
- 10) Dispatcher- employee number and terminal
- 11) Phone clerk - employee number and terminal
- 12) Cleared code and disposition (true/false)
- 13) Officer number
- 14) Unit(s) assigned

Collection requirements and provisions:

PMAM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the Township Alarm Program Administration and Collection Service. The Contractor will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a Contractor staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the Township.
4. Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by Contractor to apply to Account Receivable system (A/R) to be maintained by Contractor.
6. Contractor will develop an A/R file, which the Township will have access to review at any time.
7. System functionality for the Township to print a bill for customers wishing to make payments at the walk-in cashier location(s) of the Township and to provide on-line information to the Contractor regarding such payments so that Contractor can maintain A/R file.
8. Contractor will provide the ability for customer to pay on-line, by mail and via walk-in cashier.
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by the Contractor, unless and until the Township directs that such payments be directed to a lock box address established by the Township.
10. Contractor system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. Contractor will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.

12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by Contractor. Any such debt collection activities shall be performed by an independent contractor selected either by (i) the Contractor with the prior written consent of the Township or its designee, or (ii) the Township or its designee or agent upon written notice to the Contractor.

Processing:

The Contractor shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

Contractor's Obligation:

In addition to the above, the Contractor shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply the Township with an interface document describing the type, size, location, and medium of transfer from the Township RMS.
3. Defer to the Township regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the Township regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

Training

1. The Contractor shall provide training for the Township and Police employees. Training shall be conducted in several sessions on an as needed basis.

System Coordination

1. The Contractor shall coordinate with the Township's Finance Department, Information Services and the Township's Police Department to develop a system that will allow walk-in payments under the Agreement.
2. The Contractor shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, Contractor will make best efforts to restore service within seventy-two (72) hours
3. The Contractor under this Agreement shall establish and provide public education, awareness and information regarding the Township's Alarm Management Program.

Township Licensing Fees

1. The Township acknowledges and agrees that Contractor shall be exempt from any applicable Township license fees in performing its services hereunder.

Exhibit "B"

Pricing and Receipt of Collections

This is a fixed revenue sharing contract. The Contractor shall retain the amount listed in the table below of all collections and remit the balance and amount listed in the table below to the Township for the total of the actual fixed revenues generated and collected for the Township during the life of this Agreement including all adjustments for:

- a. Alarm permit and renewal fees paid;
- b. False alarms violation fee paid.

Township of Colerain	PMAM Corporation
55%	45%

The Township and Contractor shall share the fixed revenue as described above; provided that all bank charges incurred in connection with the Services rendered under this Agreement by Contractor shall be paid by the Program before the foregoing split of fees.

In addition, the Township shall reimburse Contractor for its out-of-pocket postage expenses incurred by Contractor in performing its Services to the Township hereunder within thirty (30) days of receiving an invoice from Contractor for such postage expense. At the election of Township, Contractor may submit an invoice to the Township for such postage expense or Processing Fee and deduct and offset such amount(s) from the percentage amount to the Township hereunder.

The share of the revenues payable to Contractor and the Township in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to Contractor in accordance with the terms of this Agreement.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the 10th day of April, 2018, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insco, Raj Rajagopal, Dan Unger

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

RESOLUTION NO.: _____-18

RESOLUTION ESTABLISHING A FEE FOR FALSE ALARMS

WHEREAS, pursuant to Ohio Revised Code Section 505.511, a board of township trustees, of a township that has established a police department, can adopt a procedure to notify, assess, and collect charges for false alarms resulting from the malfunction of the same commercial or residential security system within the township in the same calendar year after law enforcement authorities have answered a combined total of three false alarms; and

WHEREAS, the generation of false alarms in Colerain Township has resulted in a significant cost to Colerain Township as such false alarms require responses of law enforcement and emergency personnel which causes lost employee hours and lost productivity; and

WHEREAS, the Board of Trustees of Colerain Township, having established a police department, desires to alleviate the increased costs and problems associated with the numerous false alarms and desires to decrease the overall number of false alarms within the township; and

WHEREAS, the Colerain Township Board of Trustees is desirous of protecting the health, safety, and welfare of its citizens;

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

1. That after any law enforcement agency responsible for police protection services in Colerain Township has answered a combined total of three (3) false alarms resulting from the malfunction of the same commercial security system within Colerain Township in the same calendar year, Colerain Township shall cause to be mailed to the manager of the commercial establishment or the occupant, lessee, agent, or tenant of the business, a bill for each subsequent false alarm system during that year to defray the costs incurred. The bill's amount shall be as follows:

(a) For the third false alarm of that year, the amount is \$50.00;

(b) For the fourth false alarm of that year, the amount is \$100.00;

(c) For all false alarms that year after the fourth false alarm, the amount is \$150.00.

2. That the owner of each business within Colerain Township with an intrusion alarm system will obtain a permit from the Township. That permit will be in force for the period of (1) calendar year and must be renewed annually. The cost of the permit and renewal is \$100.00.
3. That any business not having a valid alarm permit will be billed \$250.00 per false alarm.
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 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.
5. 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.
6. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Mr. Insco_____, Mr. Rajagopal_____, Mr. Unger_____.

ADOPTED this 10th day of April, 2018.

BOARD OF TRUSTEES:

Greg Insco, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
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 10th day of April, 2018.

Heather E. Harlow,
Colerain Township Fiscal Officer

NEW BUSINESS

Department: Colerain Township Department of Fire & Emergency Medical Services

Department Head: Frank Cook, Chief of Department

a. Motion Authorizing Full-Time Firefighter Paramedic Hire

Recommend adoption of a motion to *conditionally* promote and hire part-time employee Firefighter Paramedic Brian Maginn as a full-time employee.

Rationale:

The request to promote and hire Firefighter Paramedic Maginn is to fill the vacancy that was created by the resignation of Rick Simmons on January 20, 2018.

In accordance with the CBA, the annual salary for Firefighter Paramedic Maginn is: \$43,907.00 during the first full year of employment, and will be contingent upon successful completion of all applicable pre-employment evaluations and procedures. The start date will be effective as soon as possible after April 22, 2018, following compliance of the aforementioned conditions with a one-year probationary period.

b. Motion Authorizing Full-Time Firefighter Paramedic Hire

Recommend adoption of a motion to *conditionally* promote and hire part-time employee Firefighter EMT Shawn Vanover as a full-time employee.

Rationale:

The request to promote and hire Firefighter Vanover is to fill the vacancy that will be created by the pending resignation of Firefighter Ryan Lucas that will be effective April 22, 2018.

In accordance with the CBA, the annual salary for Firefighter Vanover is: \$43,907.00 during the first full year of employment, and will be contingent upon successful completion of all applicable pre-employment evaluations and procedures. The start date will be effective as soon as possible after April 22, 2018, following compliance of the aforementioned conditions with a one-year probationary period.

c. Motion to Execute Contract with Finley Fire Equipment for the Purchase of Replacement Rescue Airbag System

Recommend adoption of a motion to purchase from Finley Fire Equipment of McConnellsville, Ohio a replacement rescue air bag system for the lifting of heavy loads during technical rescue incidents at a cost of \$15,316.00.

Rationale:

The current rescue air bag system assigned to Rescue 26 has exceeded its ten-year manufacturer recommended service life. The system is the department's only air bag system. The air bags consist primarily of rubber material covering internal steel or synthetic fibers that give the bags their strength. It is the rubber that ages and depending on the use, care, and maintenance, largely determines the useful service of

NEW BUSINESS

the airbag component. The department has experienced a failure of a single bag during a training exercise. The airbag system is an essential tool for technical rescue operations ranging from motor vehicle and machinery entrapments to hazardous materials operations.

The replacement air bag system was included as part of the Department's 2018 Capital Budget plan.

d. Motion to Execute Contract with GHA Technologies for the Purchase of Replacement Mobile Data Computers

Recommend adoption of a motion to purchase from GHA Technologies, Inc. of Phoenix, AZ the replacement of 20 Mobile Data Computers and accessories for all front-line emergency medical units and fire apparatus at a cost of \$23,620.00.

Rationale:

The Mobile Data Computer (MDC) is a primary means of receiving pertinent and supplemental information, and providing unit status changes relative to emergency incidents. The current MDC's have been in service since 2005 and have been operating on a computer software system that is no longer supported. In addition, hardware repair parts are no longer available. For the aforementioned reasons along with equipment unreliability that has troubled our ability to effectively and efficiently transmit and receive data using this means of emergency service and public safety communications.

e. Motion to Execute Contract with Vogelpohl Fire Equipment for the Purchase of Replacement Firefighting Hose

Recommend adoption of a motion to purchase from Vogelpohl Fire Equipment of Erlanger, Kentucky 33 sections (various sizes) of firefighting and supply hose at a cost of \$9,815.00

Rationale:

The requested quantity of firefighting and supply replaces hose placed into front-line service from the department's reserve stock. The hose sections are routinely used during firefighting operations to attack fire incidents and supply water from pressurized sources. Annually, every section of fire hose is mandated for service testing by the State of Ohio Administrative Code (4123:1-21-06) and the National Fire Protection 1962, *Standard for the Care, Use, Inspection, Service Testing, and Replacement of Fire Hose...* During its in-service time, hose sections become damaged as a result of abrasions, cuts and heat, and or will deteriorate due to age and exposure. For these reasons, hose sections sustain damages beyond repair or fail service testing.

The replacement firefighting and supply hose was included as part of the Department's 2018 Capital Budget plan.

Memo



To: Chief Frank Cook
From: Firefighter/Medic Ronald Stenger
Date: March 4th, 2018
Re: Replacement Air Bags

Chief Frank Cook,

The current rescue air-bag system assigned to Rescue 26 has exceeded its 10-year manufacturer recommended service life. As the air-bags surpass their service life, the chances for a catastrophic failure during training or an actual rescue can significantly increase. The bags are constructed primarily of a rubber material, covering internal steel or synthetic fibers that give the bags their strength. It is this rubber that ages and depending upon use, care and maintenance, largely determines the useful service life of an airbag. Several years ago, the department experienced a failure of one of its rescue air bags during a training exercise at our training facility. Fortunately, there were no injuries as a result of the failure of this component. The air bag system is an essential tool for technical rescue operations ranging from motor vehicle and machinery entrapments to hazardous materials operations.

On December 31st, 2016 airbags were placed into service on I-275 for an auto accident with entrapment. A vehicle rear-ended a semi-tractor trailer and ended up under the rear of the trailer. Air-bags were placed to assist in stabilizing and lifting the trailer if needed.

On January 4th, 2018 air-bags were used to lift a vehicle off of a patient that was trapped underneath the vehicle inside their home. Two air-bags were used and the patient was successfully extricated.

Attempts were made to obtain competitive pricing for the replacement of the specified Paratech Rescue Air Bag System and its components. However, Finley Fire Equipment Co., Inc. of McConnelsville, Ohio was the only regional distributor with manufacturer authorization to bid and meet the department's specifications. The attached documentation outlines the cost and equipment recommended for replacement. Please note that the total cost is approximately, \$2,200.00 less than what was originally budgeted.

Should you have any questions please do not hesitate to contact me.

Thanks,

Firefighter/Medic Ronald Stenger



Ron Stenger
 Colerain Township Fire Department
 3251 Springdale Rd.
 Cincinnati, OH 43251
rstenger@colerain.org
 (513)-616-6764



Dear Ron:

You recently requested pricing information from our company. Pricing is valid through 2018. Here is our quote which includes shipping estimate:

Quantity/Item #	Description of item	Price per unit	Price
1 (22-888110G2)	KPI 1 lift bag	\$377.00	\$377.00
1 (22-888120G2)	KPI 3 lift bag	\$499.00	\$499.00
1 (22-888130G2)	KPI 5 lift bag	\$671.00	\$671.00
1 (22-888140G2)	KPI 12 lift bag	\$876.00	\$876.00
1 (22-888195G2)	KPI 55 lift bag	\$2,523.00	\$2,523.00
1 (22-890351G2-150)	Basic Control Kit Kit includes: G2 regulator G2 Dual Controller	\$1,574.00	\$1,574.00
1 (22-887070)	Trench Bag Kit 7.25 psi Kit includes: 2 - Trench Cushions 2 - Single Cushion Controloler 2 - 1" hoses 1 - 3/8" hose	\$5,036.00	\$5,036.00
1 (22-888150G2)	KPI 17 lift bag	\$932.00	\$932.00
1 (22-888160G2)	KPI 22 lift bag	\$1,169.00	\$1,169.00
1 (22-888170G2)	KPI 32 lift bag	\$1,309.00	\$1,309.00
Sub Total			\$14,966.00
Shipping est.			\$350.00
Total			\$15,316.00
Discount			NA
Tax			Exempt
Grand total			\$15,316.00
Delivery date			TBD

Thank you for giving us the opportunity to bid for your business. As always, it's a pleasure doing business with you. We look forward to completing this order to your satisfaction.

Sincerely,

Dalan Zartman
 Rescue Manager District 1
 Finley Fire Equipment
dzartman@finleyfire.com
 (614)-314-4096
 January 25, 2018

P.S. If you would like to discuss items in this quote, or if you need any additional information, please call me personally.

Ron Stenger
Colerain Township Fire Department
3251 Springdale Rd.
Cincinnati, OH 43251
rstenger@colerain.org
(513)-616-6764



Dear Ron:

Finley Fire Equipment is the authorized dealer for Paratech Rescue Equipment in the State of Ohio. As the authorized dealer, we are responsible for providing end user training and full factory support for all Paratech equipment end users. We are also required to adhere to MSRP established by the manufacturer with no additional markups. This ensures that you, our client, can rely on receiving the lowest price point in accordance with Paratech dealer sales requirements. If you have any additional questions, please contact me.

Thank you for giving us the opportunity to bid for your business. As always, it's a pleasure doing business with you. We look forward to completing this order to your satisfaction.

Sincerely,

Dalan Zartman
Rescue Manager District 1
Finley Fire Equipment
dzartman@finleyfire.com
(614)-314-4096
February 1, 2018

Memo



To: Frank Cook, Fire Chief
From: Mike Adler, Fleet Manager
Date: April 3, 2018
Re: Proposal – Replacement of MDC's

This is a proposal and recommendation for the replacement of the Fire Department's Mobile Data Computers (MDC) for all front line apparatus.

I am proposing to purchase 20 Microsoft Surface Pro 4, 12.3", Core I5 7300U, 4 GB Ram, 128 GB SSD with docking stations, UAG Rugged case, M1725 Keyboard and a three year extended warranty. These computers are to replace our current Mobile Data Computers (MDC) that are out dated models 29 and 30 Panasonic Toughbooks. The current computers were placed in service in 2005 and run on Windows EP. They are not able to be updated because they are no longer supported by Microsoft. The Mobile Data Computers (MDC) are used by the Fire Department to show emergency dispatches, addresses and mapping for each emergency run that comes through. It also shows the Communication Center that they are in route, on scene or available for or from an emergency dispatch. The new computers are needed to help maintain that communication between the Fire Department and the Communication Center for each emergency run that comes in. The current computer are becoming unreliable and are not able to be repaired.

I am recommending to purchase these computers and accessories from GHA Technologies, Inc. of Phoenix, AZ at a total cost of \$23,620.00:

Should you have any questions regarding this matter please do not hesitate to contact me.



GHA Technologies, Inc.
 Dept. #2090
 PO Box 29661
 Phoenix, Arizona 85038
 United States
<http://www.gha-associates.com>
 (P) 480-951-6865
 (F) 480-951-6956

Quotation (Open)

Date
 Mar 30, 2018 12:46 PM
 CDT

Modified Date
 Mar 30, 2018 02:17 PM
 CDT

Doc #
 1807714 - rev 1 of 1

Description
 MS SURFACE UAG

SalesRep
 Bahaveolos, John
 (P) 708-614-8000
 (F) 480-951-6956

Customer Contact
 Shepherd, Robert
 (P) 513-923-5007
rshepherd@colerain.org

Customer
 Colerain Township (CT50091)
 Shepherd, Robert
 3251 Sprindale Rd
 Colerain, OH 45251
 United States
 (P) 513-923-5007

Bill To
 Colerain Township
 Shepherd, Robert
 4160 Sprindale Rd
 Colerain, OH 45251
 United States
 (P) 513-923-5007

Ship To
 Colerain Township
 Shepherd, Robert
 4160 Sprindale Rd
 Colerain, OH 45251
 United States
 (P) 513-923-5007

Customer PO:

Terms:
 Undefined

Shp Via:
 FedEx Ground

Special Instructions:

Carrier Account #:

#	Image	Description	Part #	Qty	Unit Price	Total
1		Microsoft Surface Pro Tablet - Core i5 7300U / 2.6 GHz - Win 10 Pro 64-bit - 4 GB RAM - 128 GB SSD - 12.3" touchscreen 2736 x 1824 - HD Graphics 620 - Wi-Fi, Bluetooth - commercial	FJU-00001	20	\$803.00	\$16,060.00
2		Microsoft Extended Hardware Service Plan Extended service agreement - replacement - 3 years (from original purchase date of the equipment) - commercial - for Surface Pro (Mid 2017), Pro 3, Pro 4	A9W-00001	20	\$86.00	\$1,720.00
3		Microsoft Surface Dock Docking station - GigE - commercial - for Surface Book, Book 2, Book with Performance Base, Laptop, Pro 3, Pro 4	PF3-00005	20	\$152.00	\$3,040.00
4		Microsoft Surface Pro Type Cover (M1725) Keyboard - with trackpad, accelerometer - English - North American layout - black - commercial - for Surface Pro (Mid 2017), Pro 3, Pro 4	FMN-00001	20	\$105.00	\$2,100.00
5		UAG Rugged Case for Surface Pro, Surface Pro 4, & Surface Pro LTE Black - Case for tablet - black - for Microsoft Surface Pro (Mid 2017), Pro 4	UAG-SFPRO4-BLK-VP	20	\$35.00	\$700.00

Subtotal:	\$23,620.00
Tax (0.000%):	\$0.00
Misc:	\$0.00
Total:	\$23,620.00

Pricing good thru 3/30

Sales tax calculation is estimated and subject to change. Terms Definition: Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMware, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier. The prices quoted may change due to market conditions beyond our control. GHA cannot be responsible for manufacturer availability or delays. No verbal quotations or promises can be honored unless set forth herein. Returns Policy: Cloud Service Provider ♦CSP♦ orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP♦s, GHA will pass through and honor the cancellation policy as stated in the original contract whether 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA Invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. ~-Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law. This document shall be governed by the laws of the State of Arizona. You may view all Terms & Conditions at: http://gha-associates.com/Terms_and_Conditions/Index.html. - THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY** CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260

QUOTE CONFIRMATION



DEAR ROBERT SHEPHERD,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JPZQ370	3/1/2018	JPZQ370	6841255	\$26,030.40

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
UAG Rugged Case for Surface Pro, Surface Pro 4, & Surface Pro LTE - Black - Mfg. Part#: UAG-SFPRO4-BLK-VP UNSPSC: 53121705 Contract: MARKET	20	3866218	\$31.35	\$627.00
Microsoft Surface Docking Station Mfg. Part#: PF3-00005 UNSPSC: 43211602 Contract: MARKET	20	3862762	\$152.27	\$3,045.40
Microsoft Surface Pro - 12.3" - Core i5 7300U - 4 GB RAM - 128 GB SSD Mfg. Part#: FJU-00001 UNSPSC: 43211509 Contract: MARKET	20	4634732	\$928.30	\$18,566.00
Microsoft Surface Pro Type Cover (M1725) - keyboard - with trackpad, accelle Mfg. Part#: FMN-00001 UNSPSC: 43211706 Contract: MARKET	20	4634736	\$100.68	\$2,013.60
Microsoft Extended Service Plan SVC Agreement for Surface Pro 3 3-Year Mfg. Part#: A9W-00001 UNSPSC: 81111812 Contract: MARKET	20	3072616	\$88.92	\$1,778.40

PURCHASER BILLING INFO	SUBTOTAL	\$26,030.40
Billing Address: COLERAIN TOWNSHIP ACCT PAYABLE 4200 SPRINGDALE RD CINCINNATI, OH 45251-1419 Phone: (513) 385-7500 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	GRAND TOTAL	\$26,030.40
	DELIVER TO Shipping Address: COLERAIN TOWNSHIP ROBERT SHEPHERD 4200 SPRINGDALE RD CINCINNATI, OH 45251-1419 Phone: (513) 385-7500 Shipping Method: FEDEX Ground	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		



John Bautista

(877) 810-5987

johnbau@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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QUOTE

Microsoft
7875 Montgomery Road
Cincinnati, Ohio 45236
John.Radenheimer@microsoft.com

EFFECTIVE FROM: 3/30/2018
EFFECTIVE TO: 4/29/2018
QUOTE ID: 9711-508-001

Company Name: Colerain Township
AX #: USA-0003121411
Contact: Robert Shepherd
Email: rshepherd@colerain.org
Phone: (513) 385-1956

Ship To: Address: 4200 Springfield Rd
Colerain Township, Oh 45251
Phone: 5133851956
Ship To Tax

Bill To: Address: 4200 Springfield Rd
Colerain Township, Oh 45251
Phone: 5133851956

QTY	DESCRIPTION	SKU	MSRP	DISCOUNT \$	DISCOUNT %	TAXABLE	UNIT PRICE	LINE TAX	LINE TOTAL
20	Surface Pro 5 128GB/4GB	HJ1-00001	\$ 999.00	\$ 150.00	15.02%	Yes	\$ 849.00	\$ -	\$ 16,980.00
20	Microsoft Surface Pro Type Cover	FMM-00001	\$ 129.99	\$ 30.00	23.08%	Yes	\$ 99.99	\$ -	\$ 1,999.80
20	Microsoft Complete 3YR/Accidental	ABW-00005	\$ 249.00	\$ 50.00	20.08%	Yes	\$ 199.00	\$ -	\$ 3,980.00
20	Microsoft Surface Dock	PD9-00003	\$ 199.00	\$ 58.99	29.64%	Yes	\$ 140.01	\$ -	\$ 2,800.20
20	UAG Protective Case	QFG-00093	\$ 69.99	\$ 3.50	5.00%	Yes	\$ 66.49	\$ -	\$ 1,329.80
In-Store Services									
	Personalized 1 on 1 Training (1hr.)								INCLUDED
	Group Training								INCLUDED
	Answer Desk								INCLUDED
	Out of the box setup experience								INCLUDED
	Microsoft Signature Image								INCLUDED

TOTAL DISCOUNT	\$ 5,849.80
SHIPPING COST	
SUBTOTAL	\$ 27,089.80
TOTAL TAX	\$ -
TOTAL	\$ 27,089.80

Quotation Prepared by: John Radenheimer
Quote Template v.1.16

- This Quote is not a binding offer and is subject to change without notice until such time as a purchase has been completed. Product prices and availability are subject to change at any time and without notice. If the quote includes promotional pricing, the quote expires when the promotion ends. Microsoft may place a limit, at any time and for any reason, on quantities that may be purchased per order, per account, per credit card, per person, or per household. Microsoft may also refuse, reject, or cancel any order at any time and for any reason. Microsoft also reserves the right, in its sole discretion, to restrict or prohibit sales to dealers or resellers. This Quote does not apply to and cannot be combined with any other offers or promotions.
- Any and all purchases will be subject to the standard purchase terms and conditions for Microsoft retail locations. Please contact a Microsoft retail store for details.
- This Quote only applies to purchases through Microsoft retail locations and does not apply to purchases at the Microsoft online store.
- This Quote does not include shipping charges. Any shipping charges will be calculated and applied at the time of purchase.

Thank you for shopping at Microsoft!

Microsoft Stores Direct Business Sales Terms

By signing below, Customer agrees that the following device purchase terms shall apply to the Device purchase identified herein ("Agreement"). This Agreement is separate and independent from any other agreement between Microsoft and Customer that involves or may involve the purchase of any software or other products from Microsoft, including but not limited to any Volume Licensing or other agreement. To the extent such other agreement may apply to products covered by this Agreement, its terms supersede any inconsistent or conflicting terms in this Agreement or any resulting agreement between the parties.

- Acceptance.** Each Customer purchase order is subject to Microsoft's acceptance and the availability of Devices. Microsoft may decline or cancel any order at any time prior to shipping to the Customer. Customer may not cancel any order once Microsoft has begun processing the order. Microsoft may, in its sole discretion, impose a minimum order requirement to which Customer must agree prior to Microsoft accepting its purchase order.
- Affiliates and Resale.** Customer may make Devices purchased under this Agreement available for use by their Affiliates within a country in which Microsoft makes the same Devices available. Absent Microsoft's written consent, customer may not, in any circumstance, make Devices purchased under this Agreement available for use by any unrelated third party. In no circumstances is Customer allowed to resell, lease or transfer for any value any Device purchased under this Agreement.
- Delivery.** Unless otherwise agreed in writing by the parties, Microsoft will deliver Devices purchased under this Agreement to the location Customer designates on any applicable order form (DDP, Incoterms 2010). Unless otherwise agreed, Microsoft will use ground shipping to ship Devices to Customer.
- Limitation of Liability.** The total liability of each party for all claims related to each purchased Device and this Agreement is limited to direct damages up to the amount Customer paid for the purchased Device(s) or the total amount paid under this Agreement, whichever is less. Customer may not recover any other damages, including consequential, incidental, indirect, special or punitive damages, or lost profits. These limitations apply to all damages related in any way to this Agreement, including anything related to any applicable manufacturer's warranty and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other torts to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages.
- Software Licenses.** Software Included with Devices purchased under this Agreement may be subject to separate license terms included with that software ("EULA"). Customer accepts the EULA (1) by breaking the seal on packaging of a Device that refers to the EULA, (2) by using the Device or (3) by installing, copying or otherwise using the Included Software. If more than one software product is included in the included Software, e.g., operating system software and a productivity software suite, then each product may have its own EULA. Customer is not authorized to install or use the Included Software unless Customer first agrees to the Included Software's EULA or has a separate license agreement with Microsoft governing use of such Included Software. If Customer does not want to agree to a EULA, Customer may return the Device unused to Microsoft for a full refund. Each EULA is not part of this Addendum, but to the extent of any conflict with this Addendum, the EULA will control solely for the Included Software to which it applies.

Pre-existing Work. All rights in any computer code or non-code based written materials developed or otherwise obtained by or for the parties or their Affiliates independent of this agreement ("Pre-existing Work") shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services. Upon payment in full and subject to Customer's compliance with the terms of this agreement, Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to reproduce and use and modify any Microsoft Pre-existing Work provided as part of a Service Deliverable solely in the form delivered to Customer and solely for Customer's internal business



QUOTE

up license to reproduce and use and modify any without pre-existing work provided as part of a service delivered solely in the form delivered to customer and solely for customer's internal business purposes.

Professional Services and Developments. Microsoft may be asked to provide professional, consulting or depot services in the course of performing its obligations under this or another Agreement. The following terms shall apply to the delivery of all such services:

Insurance while performing Professional Services on Customer's premises. Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this agreement via commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

Use of technical information from Professional Services. Microsoft may use any technical information Microsoft derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information in any item in the knowledge base.

Microsoft as independent contractor. Microsoft provides Professional Services as an independent contractor and will be responsible for all social security, unemployment, workers' compensation and other withholding taxes for all of Microsoft's employees. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

Joint Ownership. Upon payment in full, Microsoft grants Customer Joint Ownership in any computer code, materials, technical data or other deliverables (collectively "Developments") which are provided to Customer in the course of performance of this Agreement or any other agreement. "Joint Ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties.

Warranties. The sole warranty Microsoft provides for Devices is the manufacturer's warranty (if any) provided with the Device(s). If Customer purchases additional warranties for Devices (whether through Microsoft or a third party), the terms of such warranty shall apply and shall be the only warranty provided by Microsoft. Microsoft warrants that Professional Services will be performed with professional care and skill. If Microsoft fails to meet the warranty and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them. Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose. This disclaimer will apply except to the extent not permitted by applicable law.

Returns. Microsoft will accept returns for items that meet the return criteria set forth below for 30 days from the date of purchase or download, as applicable. All returns and exchanges must be accompanied by the original documentation, instruction manuals, registration, parts and components (including cables, controllers, and accessories) and the original manufacturer packaging. Refunds will be made in the same method as payment was accepted. Refunds will equal the amount paid less the original shipping and handling charges, if any. The following items may not be returned: (i) items that have been personalized or customized; (ii) special order items; (iii) items that have been used, altered or that show wear or damage; (iv) gift cards and Skype cards; and (v) services. Items must be in resalable condition in order to qualify for a return. Services that have already been delivered may not be returned. For software and games, you may only return opened items during the return period if: (i) you don't agree with the license agreement, or (ii) the media does not work, and (iii) only if you do not make or retain any copies. Opened software and games may only be exchanged for the same product. If we no longer have the same product, we will issue you a Microsoft Store credit. ALL SALES ARE FINAL for random access memory ("RAM") products and clearance items or those marked with a designation such as "Final Sale" or "Non-Returnable." For promotional items and bundles, all included products and/or services must be returned together. If a service included in the promotion and/or bundle has been used (for example a used promotional promo code), the full retail value of the service will be deducted from the refund amount. When a bundle is purchased and only part of the bundle is returned, the bundle discount is void, and the total bundle discount will be deducted from the refund. A restocking fee of ten percent (10%) may be deducted from the refund amount for hardware products. Microsoft is not responsible for any personal data included on returned or exchanged items. Please ensure that your personal data is removed from all items prior to return or exchange.

Compliance with laws, privacy and security.

Microsoft and Customer will each comply with all applicable laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not also generally applicable to information technology services providers. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement and any Supplemental Agreement.

Customer may choose to provide the personal information of third parties to Microsoft (including Customer's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

Defense of third party claims.

By Microsoft. Microsoft will defend Customer against any claim by an unaffiliated third party that a Device infringes its patent, copyright or trademark, or makes unlawful use of its trade secret. Microsoft will pay any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (1) Customer Data; (2) non-Microsoft software; (3) modifications to a Device made by Customer or any specifications or material Customer provides; (4) Customer's combination of the Device with (or damages based on the value of) a non-Microsoft product, business process or data; (5) Customer's use of a Microsoft trademark without express, written consent, or Customer's use of a Device after being notified to stop due to a third-party claim; (6) Customer's use or distribution of a Device in violation of this agreement; or (7) Devices provided free of charge.

Rights and remedies in case of possible infringement or misappropriation. If Microsoft reasonably believes that a claim under this section may bar Customer's use of the Device, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Device and refund any amounts Customer has paid.

Other terms. Customer must (1) notify Microsoft of any claim subject to this section, (2) give Microsoft sole control over the defense or settlement, and (3) provide reasonable assistance in the defense of the claim. Out-of-pocket expenses incurred in providing assistance will be reimbursed. Microsoft must approve any settlement. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Miscellaneous.

Non-Microsoft software and technology. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Devices or otherwise in connection with this agreement. Customer will direct and control the installation and use of such software or technology through its actions (including the use of APIs and other technical means). Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology. Microsoft will not run or make any copies of such software or technology outside of its relationship with Customer. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

Applicable law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. The parties The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement. Venue for any action related to this Agreement shall be exclusively within the Superior Court for King County, Washington.

Payment terms for Microsoft Invoices. Payments to Microsoft must be made in the currency and according to the terms stated on Microsoft's invoice. The terms of any extension of credit under this agreement may be withdrawn by Microsoft upon notice. Microsoft may assess a finance charge on all past due amounts, payable on demand and equal to the lesser of an annual rate of 1% per month and the highest amount allowed by law, applied from the first day the amount is past due until paid in full. Microsoft has no obligation to continue to provide Professional Services if Customer fails to make timely payment. All terms are net 30 days unless otherwise agreed in writing.

U.S. export. Devices are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>. Customer must notify Microsoft at cmec@microsoft.com as to any regulatory or legal controls on the use, access or transfer of Customer's software or technology prior to such use, access or transfer to or by Microsoft. Customer will provide sufficient information to permit Microsoft to comply with applicable controls on Customer's software or technology.

Taxes. If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any order submitted under this agreement and which are permitted to be collected from Customer by Microsoft under applicable law. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on transactions between Customer and its Affiliates. Microsoft shall be responsible for all taxes based upon its net income or its property ownership.

If any taxes are required to be withheld on payments made by Customer to Microsoft, Customer may deduct such taxes from the amount owed Microsoft and pay them to the appropriate taxing authority; provided however, that Customer promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund.

Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. Customer remains obligated to pay Microsoft for the amount of tax withheld until Customer provides to Microsoft the official receipt and other documents reasonably requested.

Use of contractors. Microsoft may use contractors to perform Professional Services, but will be responsible for their performance, subject to the terms of this agreement.

No third-party beneficiaries. This agreement does not create any third-party beneficiary rights.

Survival. Provisions regarding ownership and license rights, fees, Use Rights, restrictions on use, warranties, limitations of liability, confidentiality, defense of claims by either party, compliance verification, obligations on termination, and the provisions in the section titled "Miscellaneous," will survive termination of the agreement.

Severability. If any provision of this agreement is held to be illegal, invalid, or unenforceable, the remaining provisions will remain in effect and the agreement will be deemed amended to give maximum effect to the eliminated provision.

Waiver. Failure to exercise any right or remedy will not constitute a waiver. Any waiver must be in writing and executed by the waiving party.



QUOTE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.
[Customer] MICROSOFT CORPORATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

RETURN POLICY

Memo

To: Will Mueller, Assistant Chief
From: Bruce Metzler, Firefighter Paramedic
Date: March 20, 2018
Re: Fire Hose Purchase Request



This request is being written for the purchase of new fire hose. This hose will replace what was previously in storage. Our current stored hose has been moved to fleet apparatus as other sections failed from service use. Our inventory records are low and this will replenish on hand inventory. I have chosen Vogelpohl as the vender not only because of the lowest bid, but their proven reputation as a vendor. This combination will be the most beneficial for the department.

Quotes received from (see attached):

Vogelpohl Fire Equipment - \$9,815.00
All-American Fire Equipment - \$10,184.75
Findley Fire Equipment – No quote received



VOGELPOHL FIRE EQUIPMENT

2770 Circleport Dr. Erlanger, Ky 41018
Office 859-282-1000 Fax 859-282-1550 800-797-8317

Quote #	VFEQ10242
Date:	Nov 1, 2017

Todd Vogelwohl
President
Mobile 513-659-8789
E-Mail toddv@vogelwohlfire.com

To Ron Stenger
Colerain Twp Dept of Fire & EMS
4160 Springdale Rd
Cincinnati OH 45251-1505

Valid For	Payment Terms	Freight	Ship Via	
	Net 15	Not Included	Best	
Qty	Description	Each	Extended	
6	Key 1.75" x 50' Combat Ready hose with 1.5" NST couplings, stamped and stenciled	\$236.00	\$1,416.00	
10	Key 2.5" x 50' Dure Flow hose with 2.5" (3.095x6) Cin Combo couplings, stamped and stenciled	\$190.00	\$1,900.00	
2	Key 3" x 50' Pro Flow hose with 2.5" (3.095x6) Cin Combo couplings, stamped and stenciled	\$232.00	\$464.00	
2	Key 3" x 8' Pro Flow hose with 2.5" (3.095 x 6) Cin Combo couplings, stamped and stenciled	\$105.00	\$210.00	
10	Key 5" x 100' Pro flow hose with 5" storz couplings, stamped and stenciled	\$548.00	\$5,480.00	
3	Key 1" x 50' Dura Flow hose with 1" NST couplings; stamped and stenciled	\$115.00	\$345.00	
			\$9,815.00	

Thank you for the opportunity to provide you with this proposal.

ALL-AMERICAN FIRE EQUIPMENT, INC

ALL-AMERICAN 5101 US ROUTE 22 SW PO BOX 97 WASHINGTON CH, OH 43160
PHONE (740) 333-8901 FAX (740)333-6803



FFFE EQUIPMENT

3926 SOUTHWAY STREET SW CANTON, OH 44706
PHONE (330) 478-1383 FAX (330) 478-1388

3253 US ROUTE 60 E PO BOX 148 ONA, WV 25545
PHONE (304) 733-3641 FAX (304) 736-8567



NOTE: This is **NOT** an invoice.
You will receive your actual invoice separate
from this form.

QUOTE DATE: 2/12/18

ORDER DATE:

BILL TO:

COLERAIN TWP DEPT OF FIRE AND EMS

SM	PO#	TERMS	CLERK
		NET 30	

SHIP TO:

COLERAIN TWP DEPT OF FIRE AND EMS

PHONE#	CONTACT

QUANTITY QUOTED	QUANTITY ORDERED	DESCRIPTION BRAND-MODEL-SIZE-COLOR	LIST PRICE	EACH PRICE	TOTAL PRICE
6		DP17-1000-50-G-ARN. COMBAT READY 1.75"X50' GREEN CPLD 1.5" NH		228.00	1,368.00
4		RC25-600-50-Y-SPC DURAFLOW RUBBER COVERED 2.5"X50' YELLOW		184.00	736.00
		CPLD (3.095X6) CIN COMBO			
2		RC30-600-50-Y-SPC PRO-FLOW LDH 3"X50' YELLOW CPLD		229.75	459.50
		(3.095X6) CIN COMBO			
2		RC30-600-8-Y-SPC PRO-FLOW LDH 3"X8' YELLOW CPLD		74.25	148.50
		(3.095X6) CIN COMNO			
10		RC50-450-100-Y-STORZ PRO-FLOW LDH 5"X100' YELLOW CPLD		548.00	5,480.00
		5" STORZ			
3		RC10-600-50-Y-ARN DURA FLOW RUBBER COVERED 1"X50' YELLOW		106.75	320.25
		CPLD 1" NH			
6		DP20-1000-50-G-ARN COMBAT READY 2"X50' GREEN CPLD 1.5" NH		278.75	1,672.50
		ALL COUPLINGS TO BE STAMPED AND HOSE TO BE STENCILED			

TAXES AND FREIGHT CHARGES WILL APPLY UNLESS OTHERWISE STATED
TYPOGRAPHICAL AND STENOGRAPHIC ERRORS SUBJECT TO CORRECTION

TOTAL THIS QUOTE ONLY \$10,184.75

"Honored to equip those that courageously protect us."

www.aafe911.com



AAFE SALESMAN'S SIGNATURE

QUOTE VALID FOR 30 DAYS

CUSTOMER ACCEPTANCE SIGNATURE

NEW BUSINESS

Department: Planning & Zoning

Department Head: Jenna M. LeCount, AICP

Planning & Zoning

- a. Motion to Execute Contract With Brummetts Lawn Services for 2018 Abatement Services

Recommend adoption of motion to approve the Township Administrator to enter into Contract for Abatement Services in 2018 with Brummetts Lawn Services.

Rationale:

This contract would take effect from April 11, 2018 to December 31, 2018 to ensure complete coverage of the 2018 tall grass and weeds season. This contract will establish the rate of pay and the responsibilities of the Abatement Contractor for the season. It is anticipated that tall grass and weeds abatements for the 2018 season will incur a total cost to the Township of over \$10,000. The 2017 season resulted in 140 abatements costing \$10,700.00.

- b. Motion to Set a Public Hearing on May 8, 2018 at 6:00PM for Zoning Text Amendment Case No. ZA2018-01 Medical Marijuana Land Uses within the Township

Recommend adoption of a motion to set the Public Hearing on May 8, 2018 at 6pm at 4200 Springdale Road.

Rationale:

The Colerain Township Zoning Commission is expected to make a recommendation on the Zoning Text Amendment for Medical Marijuana Land Uses within Colerain Township at their April 17, 2018 regular meeting. This Text Amendment would require a public hearing to be held in front of this Board of Trustees within 30 days of that recommendation.

CONTRACT FOR ABATEMENT SERVICES IN 2018

This Contract is entered into by and between the Colerain Township, Hamilton County, Ohio (hereinafter “the Township”) and Brummetts Lawn Service (hereinafter “Contractor”) whose statutory agent is Kyle Brummett located at 2404 Chistel Avenue, Middletown, Ohio 45044.

WHEREAS, pursuant to Ohio Revised Code Section 505.87, the Township desires to provide for the abatement, control or removal of any vegetation, garbage, refuse, or debris services on properties within in the Township deemed nuisances by the Township Board of Trustees; and

WHEREAS, the Township desires to retain Contractor to provide abatement services including, but not limited to, grass-cutting services necessary to abate properties and control or remove any vegetation, weeds, garbage, refuse, or debris services on properties within in the Township deemed nuisances by the Township Board of Trustees; and

WHEREAS, the Township desires to abate nuisances in the Township and retain Contractor to provide abatement services and has the power to contract as a function of local self-government provided by Article XVIII, Section 3 of the Ohio Constitution and Chapter 504 of the Ohio Revised Code; and

NOW THEREFORE in consideration of the mutual covenants and consideration contained herein and consideration to be paid for the services as detailed in this Contract, the parties agree as follows:

TERM

1.01 This Contract shall commence on the 11th day of April, 2018 and shall terminate on December 31, 2018, or as otherwise provided in this Contract.

RELATIONSHIP BETWEEN PARTIES

2.01 The relationship between the parties shall be limited to the performance of services as set forth in this Contract and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Contract except upon written consent of the other.

COMPENSATION

3.01 The Township shall compensate the Contractor as set forth in this Contract:

- Contractor will only be paid for those properties specifically directed to be cut by a member of the Planning & Zoning Department; the Township Director of Planning & Zoning; Township Asst. Administrator; or the Township Administrator.
- Contractor will be required to pick up cut-list identifying nuisance properties from Township administration office the day after the Township has passed and approved resolutions declaring nuisances and abatements and complete the abatement of all identified nuisance properties within 3 days (weather dependent). The Township will provide anticipated resolution approval dates shortly after the execution of this Contract.

- Contractor will be required to pick up camera from Township administration and shall take “before” and “after” pictures of each and every abatement performed pursuant to this Contract in addition to documenting the start and completions times (hour and minute) as well as the number of employees who work on each abatement job.
- Contractor will be paid \$50.00 per yard for yards abated which are 0.3 acres or less as set forth by the Hamilton County Auditor’s website. For yards which are abated that are larger than 0.3 acres as set forth by the Hamilton County Auditor’s website, the Township will pay Contractor \$100.00 per hour for the performance of its services if services take more than one hour and Contractor has received approval from the Township.
- The Township will compensate the Contractor only after an invoice, required pictures, and required documentation has been provided by the Contractor to the Township. Traveling time will *not* be compensated.

3.02 The Contractor shall furnish all equipment for and perform all services in connection with the abatement of properties declared nuisances as directed by the Township. The scope of work will outline the type and quantity of work to be performed in addition to the specifications for performing the work. Any work performed outside of this scope of work or amendments thereto by the Contractor shall not be compensated unless prior approval is received from Colerain Township in writing.

3.03 Contractor agrees to provide all labor, equipment, and materials necessary to perform the work in accordance with the terms and conditions of this Contract and the scope of work, specifications, and costs for each abatement performed pursuant to this Contract.

WARRANTY

4.01 The Contractor agrees to hold the Township harmless from any liability from the actions of the Contractor or his agents and employees, incident to the performance of his obligations hereunder in the abatement services provided and will carry combined single limit bodily injury and property damage liability insurance of at least \$1,000,000 to protect the interests of the Township. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than \$500,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

4.02 The Contractor agrees to perform all work in accordance with all applicable laws and regulations.

4.03 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for the work.

INDEMNIFICATION

5.01 The Contractor agrees to indemnify and utilize its insurance in the event that any Township equipment is damaged or if any Township full-time or part-time employee or independent contractor is injured in the course and scope of their Township duties while providing services related to and as detailed in this Contract. The Contractor shall indemnify and hold harmless the Township from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney’s fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of the Township, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this Contract.

TERMINATION

6.01 Colerain Township may terminate this Contract at any time by providing ten (10) days written notice. In the event of such termination, Contractor will be paid an equitable amount in proportion to the amount of work completed under this Contract for which payment has not been made.

MISCELLANEOUS

7.01 This Contract shall be construed and enforced under Ohio Law.

7.02. Neither party may assign this Contract.

7.03 This Contract can be amended in writing signed by the Contractor and the Township Director of Planning & Zoning; Township Asst. Administrator; or the Township Administrator.

7.04 This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

7.05 If any provision of this Contract is found to be invalid or unenforceable, such provision shall be stricken from the Contract, and all remaining provisions shall remain in full force and effect as if the stricken provision had never been part of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract with the intent to be legally bound thereby.

COLERAIN TOWNSHIP
4200 Springdale Rd.
Cincinnati, OH 45251
(513) 923-5012

BRUMMETTS LAWN SERVICES
2404 Christel Avenue
Middletown, Ohio 45044
(513) 401-0450

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Lawrence E. Barbieri,
Colerain Township Law Director

NEW BUSINESS

Department: Public Services

Department Head: Kevin Schwartzhoff, Director of Public Services

Public Services

- a. Motion to Accept the Ohio Department of Transportation's Mileage Certification.
Recommend adoption of a motion to accept the ODOT Mileage Certification

Rationale:

The Ohio Department of Transportation has identified 114.108 miles of public township roads in Colerain Township. The Department of Public Services is responsible for the care and maintenance of this mileage.

- b. Motion to Execute Multiple Contracts for the Construction of a Dog Park at Heritage Park
Recommend adoption of a motion to execute contracts with Simpson Fence, Bob Meyer Landscaping and Accents Aquatics for the purpose of constructing a dog park at Heritage Park.

Rationale:

The 2018 Capital Budget included the conversion of ballfield #4 at Heritage Park into a dog park. In order to accomplish this task we must construct additional fencing, provide shelter from the sun in the form of shade trees and hydration for the dogs. Following the solicitation of quotes, it is my recommendation to approve the following purchases for a total cost of \$8,000.00:

- Fencing - Simpson Fence - \$2,050.00
- Shade Trees – Bob Meyer Landscape - \$2,950.00
 - (4) 5" caliper trees @ \$625
 - (1) 4" caliper tree @ \$450.
- Dog Fountain – Accents Aquatics - \$3,000.00

- c. Motion to Execute Contract with ABCO Pavement Services
Recommend adoption of a motion to authorize the execution of contracts with ABCO Pavement Services for pavement improvements at Colerain Park.

Rationale

Following the solicitation of three quotes from ABCO Pavement Services, Trampler Brothers and J.K. Meurer, ABCO came in as the lowest and best bidder on a scope of work that includes crack seal/seal walking trail and crack seal, color coat and line basketball court at Colerain Park. ABCO Pavement Services quoted \$7,200 for the work on the basketball court and \$10,565 for the work on the Walking Trail for a total of \$17,765. Both trail and court are in poor condition.

This item was included in the 2018 Capital Budget.

NEW BUSINESS

- d. Motion to Authorize Purchase of 25' Equipment Trailer
Recommend adoption of a motion to authorize the purchase of 25' Equipment Trailer from Rock's Trailer Sales per the State Contract price of \$16,500.

Rationale

See attached memo.

This item was included in the 2018 Capital Budget.



Woodford Utility Yard Hydrants are intended for irrigation purposes and designed for use where year-round availability of water is required. Sturdy construction make these hydrants rugged and dependable. Accidental damage and vandalism are minimized. Hydrants are available with choice of automatic close or manual close lever handle.

Freezeless UTILITY Yard Hydrants

U34 / U75 3/4" FPT Inlet

SUGGESTED USES:

Chemical plants; oil refineries; outdoor paved areas of schools, factories and office buildings; wading pools; outdoor ice rinks; stock and water tanks.

Features:

- Automatic draining occurs through 1/8" NPT drain hole when hydrant is shut off to prevent freezing.
- Outlet can be located at any height above ground level. Adjust bury depth accordingly.
- All working parts are removable through the top of the hydrant.
- Lever handles can be easily removed to prevent unauthorized usage.

Specifications:

INLET: 3/4" FPT Brass Valve Body

OUTLET: Model U34: 3/4" Brass Hose Thd. Spout
Model U75: 3/4" FPT Galvanized Tee

HANDLES: Almag casting (see descriptions below)

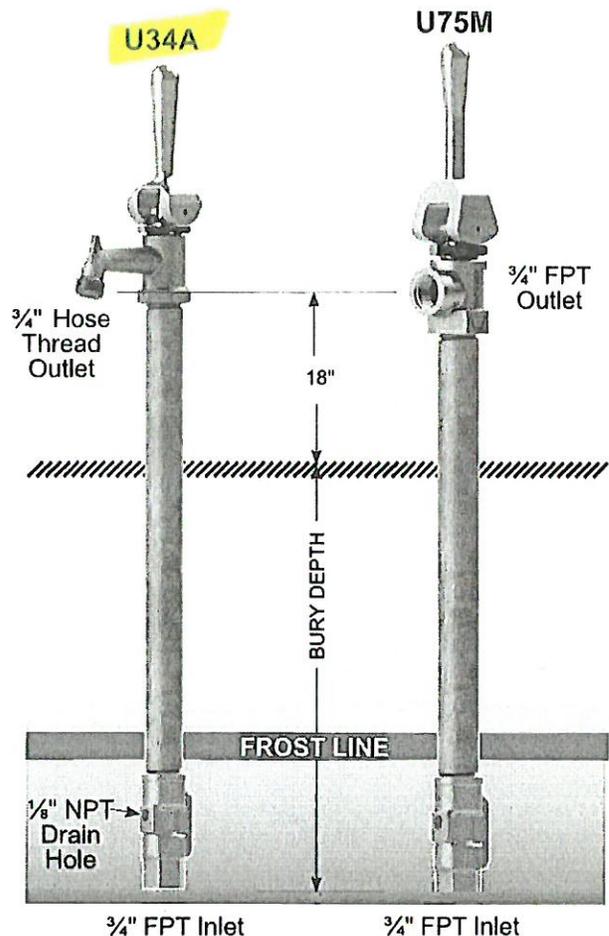
(A) Automatic closing lever handle should be used in public places where supervision is inadequate to assure shut-off of water.

(M) Manual closing lever handle should be installed where water is continuously used over a period of time.

OPERATING ROD: 1/2" galvanized pipe

CASING: 1" galvanized pipe

MAX. PRESSURE: 125 PSI



U34M



U75A



SHIPPING WEIGHT

Bury Depth (Ft)	1	2	3	4	5	6	7
Weight U34 (lbs)	9	11	13	15	17	19	21
Weight U75 (lbs)	8	10	12	14	16	18	20



ACCENT Aquatics

WATER FEATURES & FOUNTAIN DISPLAYS

LAWN SPRINKLER SYSTEMS * LED LIGHTING * DRAINAGE

BID # 180402

PO Box 181545
Fairfield, Ohio 45018
Phone: 513-484-7142 AccentAquatics@gmail.com

DATE: April 2, 2018

FOR: *Heritage Dog
Park Dog Water
Fountain*

Bill To:

Colerain Twp

Heritage Park East Miami River Rd

Cinti Ohio
Phone
Email

DESCRIPTION			AMOUNT
Purchase and delivery of a murdock Dog Watering Assembly			
Woodford U34A	Auto Off Yard Hydrant	\$500.00	500.00
Model M-PM74	Pet Station with Bowl	Prices start at \$5,000.00	
Installation per Manual with gravel base and Concrete Pad adjacent to the Main line Irrigation Supply Located in area with best drainage path and pitch, or underground sump. Detailed bid as project designs finalized			
Labor approximation \$2,500.00			2,500.00
TOTAL			\$ 3,000.00

If you have any questions concerning this invoice, contact John Stewart by phone or email

THANK YOU FOR YOUR BUSINESS!

Proposal

Page No.

of

Pages

SIMPSON FENCE CO.

4840 Oxford State Rd.
MIDDLETOWN, OHIO 45044
(513) 424-5110 (800) 546-5110

Kschwartz@colerain.org

PROPOSAL SUBMITTED TO

Colerain Township

PHONE

513-385-7509

DATE

12/6/17

STREET

4160 Springdale Rd

JOB NAME

ext 52110

Kevin

CITY, STATE and ZIP CODE

Cincinnati, OH 45251

JOB LOCATION

Heritage Park

ARCHITECT

DATE OF PLANS

11405 East Miami River Rd.

JOB PHONE

We hereby submit specifications and estimates for:



- 32' of 48" Ega BLACK VINYL Chainlink System/w bottom Rail*
- 6 - 3" END POSTS*
- 2 - 3" CORNER POSTS*
- 2 - 3 1/2" TIE-ONS*
- 2 - 4' walk gates*

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Two Thousand and Fifty dollars (\$ *2,050.⁰⁰*)

Payment to be made as follows:

Property Owner is responsible for the location of the property line, privately owned underground utilities and any underground drainage or septic systems.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Ron Simpson

Note: This proposal may be withdrawn by us if not accepted within *60* days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Bob Meyer Landscape Service
 3638 Blue Rock Road
 Cincinnati, OH 45247

Estimate

Date	Estimate #
3/25/2018	193

Name / Address

Colerain Township Administration Building
 4200 Springdale Road
 Cincinnati, Ohio 45255

Project

Description	Qty	Rate	Total
Large trees available: 3.5" Ohio Buckeye hybrid 4-5" Kentucky Coffee 4" Curly Locust 4" Red Oak 5-6" Tulip Poplar 4" Frontier Elm 4-5" Greenspire Linden 5" State Street Maple 6" Valley Forge Elm 5-6" Emerald City Tulip 4" American Yellowwood 3.5" Gingko Average price per installed tree is \$625.00 including materials.			
		Subtotal	\$0.00
		Sales Tax (0.0%)	\$0.00
		Total	\$0.00



October 5, 2017
 Mr. Kevin Schwartzhoff
Colerain Park
 4725 Springdale Road
 Cincinnati, OH 45251

kschwartzhoff@colerain.org
 (513)266-2094

Dear Mr. Schwartzhoff,

In accordance with your request, I have visited Colerain Park located at 4725 Springdale Road Cincinnati, OH 45251 to visually inspect the walking path and render our opinion as to which method of maintenance would best suite your long term needs. We propose to supply all necessary supervision, labor, materials, tools and equipment to complete the following work detail as referenced within our company's proposal.

Asphalt Paving
 Sealcoating
 Crack Sealant
 Line Striping
 Running Tracks
 Tennis Courts
 Concrete

Asphalt Sealcoating

- ❖ The area under consideration consists of approximately 7,994 square yards of asphalt paved surfaces.
- ❖ Thoroughly clean proposed surface with power equipment prior to sealcoating.
- ❖ **Standard** Sealcoating Installation: - Two (2) coat spray application
- ❖ Tarmax fortifying sealant additive per manufacturer's recommendation.
- ❖ **One (2) trip(s)** will be required to complete all work.

Crack Sealant

- ❖ **Clean cracks using forced air to remove all dirt, vegetation and debris.**
- ❖ Our firm proposes to fill 5,000 lineal feet of major singular cracks 1/4" or larger throughout the walking path area with rubberized non-tracking sealant.
- ❖ Crack filling will not be applied to alligator or spider webbed areas.

Price Breakdown

Standard Sealcoating Application:	\$7,815.00
Crack Sealant (1/4" & Larger)	<u>\$2,750.00</u>
Total Job Cost:	\$10,565.00

Thank you for the opportunity to submit our company's proposal. Please feel free to contact me if further discussion is required for this project or any future projects.
 Best Regards,

Ryan Tanner
 Ryan Tanner

ABCO PAVEMENT SERVICES
 711 Chicago Avenue
 Cincinnati, OH 45215
 Tel: 513-769-6222 Fax: 513-577-7882

Memo



To: Kevin Schwartzhoff, Director of Public Service
From: Mike Adler, Fleet Manager
Date: April 2, 2018
Re: Proposal – Replacement of Unit #3-145

This is a proposal and recommendation for the replacement of Unit #3-145, a late 1970's Diamond Trailers, it is a 20ft, 18,000 lbs. trailer.

I am proposal to purchase a 2018 Winston 30,400 lbs. GVWR 25ft, Heavy Duty Paver Flatbed Trailer to replace a late 1970's Diamond Trailers 18,000 lbs. 20ft trailer that is not capable of hauling the department's newest equipment. The new trailer is needed for the newest and heaviest equipment the Public Works Department has to safely transport them to and from job sites within the township.

I am recommending to purchase this trailer through Rock's Trailers Sales for the following reasons:

- Pricing for this trailer meets the State of Ohio Procurement

The total for this trailer is \$16,500.00 through Rock's Trailers Sales.

Should you have any questions regarding this matter please do not hesitate to contact me.

NEW BUSINESS

Department: Administration

Department Head: Geoff Milz

a. Motion to Adopt Application for Boards and Commissions

Recommend the adoption of a motion establishing a standard application for individuals who are interested in serving on Township Boards and Commissions.

Rationale:

Modeled after the form that Hamilton County uses to vet applicants to Countywide Boards and Commission, Administration proposes to standardize the process by which applicants to Township Boards and Commissions are reviewed and evaluated.

b. Motion Authorizing the Disposition of Surplus Vehicles

Recommend the adoption of a motion authorizing the disposition of 15 surplus vehicles per the recommendation of the Township's Fleet Manager.

Rationale:

See attached memo.

c. Motion Authorizing the Payment of Legal Fees

Recommend the adoption of a motion authorizing the payment of legal fees associated with two outstanding legal cases: Bench Billboard Co v Colerain Township Trustees (currently \$14,918.48) and Stykes v. Colerain Township (\$3,492.66) for a current total of \$18,411.14.

Rationale:

Colerain Township has retained Larry Barbieri, Scott Sollmann and SMBP | Law to serve as the township's legal counsel. For a not-to-exceed fee of \$100,000.00, this legal team handles all of the township's standard legal needs including: contract review, general employment law matters, general economic development law matters, municipal law, prosecution of matters at housing court, general day-to-day legal advice, etc. Public records indicate that this fee for service is very competitive with other Townships in our region:

Township Legal Fees

Township	2015	2016	2017
Green Township	\$125,805	\$122,436	\$135,710
West Chester Township	\$493,839.75	\$547,955.60	\$339,682.14
Liberty Township	\$123,887.18	\$118,573.77	\$75,214.81
Symmes Township	\$80,007.89	\$158,700.06	\$220,113.43
Deerfield Township	\$253,216	\$295,822	\$457,495
Springfield Township	\$119,514.04	\$117,556.00	\$112,500.00

NEW BUSINESS

There are times when the Township's legal needs extend beyond the standard scope of day-to-day operations and in those instances the Township hires outside counsel. In 2017, for example, the township hired bond counsel to advise on the specialized bond transaction associated with the sale of revenue bonds.

Another example of instances when the township relies on outside counsel is when we are sued and need to hire an attorney for our legal defense. In these circumstances, our liability insurance carrier typically pays for the defense and often the township has some say in who we want to represent us. Because of the deep institutional knowledge and demonstrated positive outcomes over years of municipal legal defense, we often choose for our law director to defend us. In these instances, the insurance company pays our legal bills and the township has little, if any, out-of-pocket direct expense.

In 2016, Colerain Township changed liability insurance carriers while there were two outstanding cases against the Township: Bench Billboards v. Colerain Township Trustees and Stykes v. Colerain Township Trustees. When the Township changed carriers, we would have lost our coverage on these two cases; however, the new carrier offered to establish a finite pool of money for each case to draw down as it proceeded towards resolution.

The Township received a favorable ruling on the Bench Billboards case in December of 2017. The plaintiff in that case has appealed the ruling and the case remains active. The Township expects that the Stykes case will be resolved favorably in the coming months. Despite the positive outcomes, the cost of legal defense of these cases has exceeded the pool established by our new insurance carrier and the township has, and will continue to be, balance-billed until those issues are resolved.

- d. Motion Authorizing the Execution of MOU with AFSCME Local 3553
Recommend the adoption of a motion authorizing the execution of a Memorandum of Understanding with AFSCME Local 3553 bargaining unit related to Article 21: Incentives for Excellence.

Rationale:

In an effort to clarify the language included in the 2017 – 2019 Collective Bargaining Agreement (CBA) between Colerain Township and its public services employees who are represented by AFSME, the administration proposes the changes listed below in Article 21: Incentives for Excellence.

Articles 20 and 21 of the CBA address wages and raises for this bargaining unit. The union and township agreed that in 2017 the members of the union would receive a 2.5% raise. In 2018 and 2019 they would receive a 2% raise with the opportunity to earn four distinct 0.25% incremental increases depending on their achievement of excellence in four categories: health and fitness, education and professional development, work performance and longevity.

NEW BUSINESS

Administration proposes the following changes to Article 21 which will 1) achieve the intended result of providing an incentive for our employees to remain healthy and fit, continue to develop professionally, perform at a high level and stay with the Township throughout their career; while at the same time 2) clarify the language so as to minimize opportunities for misinterpretation and grievances; 3) relieve the administrative liability related to the HIPPA compliance of accessing employee health records to verify attainment of wellness standards; and 4) relieve the administrative burden related to confirming with each employee's doctor that if an employee has been verified to be "out of range" in the Wellness Standards that the employee is actively under a doctor's care.

Health and Fitness (~~Must meet 2, 3, and 4~~) - .25%

- ~~1. Fitness Standard~~
2. Health Risk Assessment ~~if made available by the Township~~
 - a. All adults 18 years or older shall take an online Health Risk Assessment
3. Wellness Standard ~~if made available by the Township~~ (Completion of Biometric Screening for the following categories ~~including verification of in-range numbers for 3 of the 4 categories. Verification that the member is under doctor's care for a category or categories will meet the standard~~):
 - a. Body Mass Index <25
 - b. Total Cholesterol $<200\text{mg/dl}$ or HDL $>/= 40\text{ mg/dl}$ male; $>/= 50\text{ mg/dl}$ female
 - c. Blood Pressure $<130/85\text{ mmHg}$
 - d. Blood Glucose $<100\text{ mg/dl}$ or A1c $<6.5\%$
4. Attendance Standard
 - a. Less than or equal to ~~three (3) sick occurrences~~ 40 hours of sick time per calendar year.

Educational and Professional Development - .25%

1. Ongoing Professional Development (~~Minimum of 1 activity~~)
 - ~~a. Enrolled in degree program & actively taking classes~~
 - ~~b. Instructor, Presenter, Panelist~~
 - ~~c. Public Articles in Journals, Books/Magazines~~
 - ~~d. Recipient of internal/external award recognizing service~~
 - a. Completion of at least 16 hours of continuing education class time per year
2. Professional Achievements (~~Minimum of 1 activity~~)
 - ~~a. Completion of college degree~~
 - ~~b. Certified as Road Scholar, Arborist, Playground Certification, Pesticide/Herbicide or other certifications as approved by the Public Works Director~~

NEW BUSINESS

- ~~e. Training and active participation in special roles approved by the Public Works Director~~
- a. Participation in the Hamilton County Snow Plow Rodeo, so long as the event is offered
- ~~3. Will have an LMC, upon request, if issues arise related to what counts as a professional achievement~~

Work Performance (Must meet all) - .25%

1. Evaluation
 - a. Meets or Exceeds expectations in all categories.
 - b. Any evaluation score not meeting expectations may be appealed to a panel assigned by the Township Administrator.
 - ~~e. No discipline above an ESL for previous calendar year~~
2. Discipline
 - a. No discipline above a written warning for the previous calendar year.

Longevity - .25%

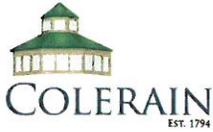
1. Completion of at least 7 years of employment with Colerain Township.

e. Motion Authorizing the Purchase of Domain Controller

Recommend the adoption of a motion authorizing the purchase of a domain controller to ensure the security and reliability of our information technology functions.

Rationale:

The 2018 Capital Budget Plan included this replacement for our information technology infrastructure.



COLERAIN TOWNSHIP BOARDS AND COMMISSIONS APPLICATION

Complete all pages and mail to:
Colerain Township Administrator
4200 Springdale Road
Colerain Township, OH 45251

The information from this application will be used exclusively by the Colerain Township Administration Office. Colerain Township, Ohio is an equal opportunity employer and will not use any of the information you provide to discriminate against you on the basis of race, color, religion, sex, national origin, handicap, age, or ancestry. Please note that this form with your answers is subject to public disclosure under the Ohio Open Records Law, subject to certain redaction permitted by law. If you need more space to answer any question or explain any of your answers, please use additional sheets. Please type or print clearly. This information must be **completed in full**. Answer "none" or "not applicable" where appropriate. Attach résumé, if available. Colerain Township Board and Commissions members are required to be electors (registered voters) of Colerain Township, Ohio.

Are you a registered voter in Colerain Township, Ohio? Yes No.

Mr./Mrs./Miss/Ms. _____
Last First Middle/Maiden

Residence Address City State Zip Code

Residence Phone Residence Fax Residence Email Address

Occupation

Business/Employer Name

Business/Employer Address City State Zip Code

Business/Employer Phone Business/Employer Fax Business/Employer Email Address

Specify preferred mailing address: Residence Business

Specify Board(s) and/or Commission(s) in which you are interested: _____

Some Boards and Commissions are required to have members who are qualified with specific criteria.

Please indicate the required position, if any, for which you qualify: _____



COLERAIN TOWNSHIP BOARDS AND COMMISSIONS APPLICATION

Do you currently or have you previously served on a Colerain Township appointed Board or Commission? If so, which one(s):

Are you applying for reappointment to a Board or Commission on which you currently serve?

Yes No. If yes, how many terms have you served on this Board or Commission? terms.

EDUCATION & TRAINING

High School or equivalent: _____ Graduated: Yes No

Undergraduate School: _____ Graduated: Yes No

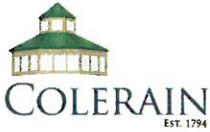
Graduate School: _____ Graduated: Yes No

Please explain your reason for seeking this board/commission appointment, and what you hope to bring to the board through your service:

List any relevant nonpaid work experience, internship, civic or volunteer activities (please attach a resume if possible):

Previous addresses in the past ten years (include number of years, residence, city and state):

Employment history over the past ten years (include number of years, employer, city and state):



COLERAIN TOWNSHIP BOARDS AND COMMISSIONS APPLICATION

List any disciplinary action taken against you, for a breach of ethics or unprofessional conduct, by any employer, professional regulatory board or institution: _____

Are you currently in arrears on any court-ordered child support payments? If yes, please explain:

Have you been publicly identified with a controversial national, state, or local matter related to any issue that may be presented before the Board(s) or Commission(s) to which you are applying? If yes, please explain: _____

Have you ever submitted oral or written statements to any government authority or the news media on topics related to any issue that may be presented before the Board(s) or Commission(s) to which you are applying? If yes, please explain: _____

Please disclose all joint holdings of real or personal property, business partnerships, or joint business or partnership interests, you or members of your family maintain with any current Township public officials, including Northwest Local School District Public Officials, or a member of their family, or other official associated with the board for which you are seeking appointment.

Please disclose both the official(s) and nature of the relationship. _____

Do you own real property, personal property, financial holdings or receive income from any source which might present a potential conflict of interest or appearance of conflict of interest with your requested appointment? If yes, please explain: _____

Within the past three years, have you been assessed a penalty for failure to file a timely federal, state or local personal income tax return or for failure to pay taxes owed? If yes, please explain: _____



COLERAIN TOWNSHIP BOARDS AND COMMISSIONS APPLICATION

Within the past three years, has any business venture for which you were a person responsible for remitting withholding taxes or sales taxes, failed to pay such taxes in a timely manner? If yes, please explain:

Please disclose all Township or Northwest Local School District elected officials to whom you have made campaign contributions over the last four years. Note: this information has already been publicly disclosed in finance reports. It is not disqualifying, but simply aids in transparency.

PLEASE NOTE:

The Northwest Local School District and Colerain Township are regularly involved and overlap jurisdiction of Colerain Township in addition to being involved in shared services such as police protection.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING THIS STATEMENT:

I, _____, certify that all of the answers and statements on this form are true, complete, and correct to the best of my knowledge and are made in good faith.

Signature: _____ Date: _____

HAMILTON COUNTY BOARDS AND COMMISSIONS APPLICATION

Board of County Commissioners, Hamilton County, Ohio (www.hamilton-co.org)

Complete all pages and fax to: 513-946-4444

or mail to: Jacqueline Panioto, Clerk

Board of County Commissioners

138 E. Court Street, Room 603

Cincinnati, OH 45202

The information from this application will be used exclusively by the Board of County Commissioner's office, Hamilton County, Ohio. Hamilton County, Ohio is an equal opportunity employer and will not use any of the information you provide to discriminate against you on the basis of race, color, religion, sex, national origin, handicap, age, or ancestry. Please note that this form with your answers is subject to public disclosure under the Ohio Open Records Law, subject to certain redaction permitted by law. If you need more space to answer any question or explain any of your answers, please use additional sheets. Please type or print clearly. This information **must be completed in full**. Answer "none" or "not applicable" where appropriate. Attach résumé, if available. Hamilton County Boards and Commissions members are required to be electors (registered voters) of Hamilton County, Ohio.

Are you a registered voter in Hamilton County, Ohio? Yes No.

Mr./Mrs./Miss/Ms. _____

Last

First

Middle/Maiden

Residence Address _____

City

State

Zip Code

Residence Phone _____

Residence Fax _____

Residence Email Address _____

Occupation _____

Business/Employer Name _____

Business/Employer Address _____

City

State Zip Code

Business/Employer Phone Business/Employer Fax Business/Employer Email Address _____

Specify preferred mailing address: Residence Business

Specify Board(s) and/or Commission(s) in which you are interested: _____

Some Boards and Commissions are required to have members who are qualified with specific criteria.

Please indicate the required position, if any, for which you qualify: _____

For more information, see "Members" section under the description of each Board at:

www.hamilton-co.org/boards_commissions.

HAMILTON COUNTY BOARDS AND COMMISSIONS APPLICATION

List any disciplinary action taken against you, for a breach of ethics or unprofessional conduct, by any employer, professional regulatory board or institution: _____

Are you currently in arrears on any court-ordered child support payments? If yes, please explain:

Have you been publicly identified with a controversial national, state, or local matter related to any issue that may be presented before the Board(s) or Commission(s) to which you are applying? If yes, please explain: _____

Have you ever submitted oral or written statements to any government authority or the news media on topics related to any issue that may be presented before the Board(s) or Commission(s) to which you are applying? If yes, please explain: _____

Please disclose all joint holdings of real or personal property, business partnerships, or joint business or partnership interests, you or members of your family maintain with any current County public officials or member of their family, or other official associated with the board for which you are seeking appointment. Please disclose both the official(s) and nature of the relationship. _____

Do you own real property, personal property, financial holdings or receive income from any source which might present a potential conflict of interest or appearance of conflict of interest with your requested appointment? If yes, please explain: _____

Within the past three years, have you been assessed a penalty for failure to file a timely federal, state or local personal income tax return or for failure to pay taxes owed? If yes, please explain: _____

Within the past three years, has any business venture for which you were a person responsible for remitting withholding taxes or sales taxes, failed to pay such taxes in a timely manner? If yes, please explain:

Please disclose all County elected officials to whom you have made campaign contributions over the last four years. Note: this information has already been publicly disclosed in finance reports. It is not disqualifying, but simply aids in transparency.

NOTE:

Please be advised that if you seek appointment to the:

**Community Mental Health Board (CMHB), or
Developmental Disabilities Services (DDS)**

The Ohio Revised Code provides that Board membership shall, as nearly as possible, reflect the composition of the population of the service district (Hamilton County, Ohio) as to race and gender. Therefore, you may be requested to provide your gender and racial classifications.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING THIS STATEMENT:

I, _____, certify that all of the answers and statements on this form are true, complete, and correct to the best of my knowledge and are made in good faith.

Signature: _____ Date: _____

Memo



To: Geoff Milz, Interim Administrator
From: Mike Adler, Fleet Manager
Date: March 30, 2018
Re: Proposal – Disposal of Township Vehicles

This is a proposal and recommendation to dispose of the following township vehicles using Govdeals auction website.

The following vehicles have been taken out of service for either mechanical or other issues that would not allow the vehicle to operate in a safe manner to do township business.

These vehicles are from the Fire Department's Fleet inventory:

1998 Ford F150	Vin# 1FTRF18L5WNC18201
1995 Ford Explorer	Vin# 1FMDU34X2SUB18721
1998 Chevrolet Tahoe	Vin# 1GNEK13R4WJ374797
1997 Ford E450 Horton Life Squad	Vin# 1FDLE40F6VHB95730

These vehicles are from the Police Department's Fleet inventory:

2012 Dodge Charger	Vin# 2C3CDXAT1CH209190
2012 Dodge Charger	Vin# 2C3CDXAT5CH209189
2012 Dodge Charger	Vin# 2C3CDXAT6CH209198
2010 Chevrolet Impala	Vin# 2G1WD5EMXA1249539
2012 Dodge Charger	Vin# 2C3CDXAT9CH209194
2010 Chevrolet Impala	Vin# 2G1WD5EM9A1249533
2005 Acura MDX	Vin# 2HNYD18915H518888
2005 Chevrolet Impala	Vin# 2G1WF52K059371315
2007 Saturn ION	Vin# 1G8AJ55F67Z147757

This vehicle is from the Public Services Department:

2004 Ford F350	Vin# 1FDWW36P44ED65106
----------------	------------------------

This vehicle is from the Zoning Department:

2008 Pontiac Vibe	Vin# 5Y2SL65848Z423334
-------------------	------------------------

Should you have any questions regarding this matter please do not hesitate to contact me.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TOWNSHIP COLERAIN, OHIO
AND THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
OHIO COUNCIL 8, LOCAL NO. 3553**

This Memorandum of Understanding is made this ____ day of _____, 2018 by and between the Township of Colerain, Ohio (Township) and AFSCME Local 3553 ("AFSCME") in order to amend the current Collective Bargaining Agreement in effect between the parties.

WHEREAS, the Township and the AFSCME are parties to a Collective Bargaining Agreement which sets forth the terms and conditions of employment of the bargaining unit members and is in effect from January 1, 2017 through December 31, 2019.

WHEREAS, the Township and AFSCME recently agreed to renegotiate the terms of said Collective Bargaining Agreement; and

WHEREAS, the parties have reached agreement on renegotiation of the terms of said Agreement as set forth herein which will become effective upon signature of this Agreement.

NOW, THEREFORE, BE IT AGREED by and between the Township of Colerain, Ohio and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local No. 3553 as follows:

1. Upon successful attainment of the CDL Class A requirement a laborer shall be promoted to the position of Maintenance Worker.
2. Incentives for Excellence

In an effort to recognize employees that achieve excellence, effected ____ day of _____, 2018, merit raises up to 1.0% annually will be paid to employees that have reached the following standards in the previous calendar year.

The parties agree to hold a Labor Management Council (LMC), upon request, if issues arise related to what counts as professional achievement.

Health and Fitness - .25%

1. Health Risk Assessment if made available by the Township.
 - a. All adults 18 years or older shall take an online Health Risk Assessment
2. Wellness Standard if made available by the Township. (Completion of Biometric Screening for the following categories:
 - a. Body Mass Index
 - b. Total Cholesterol
 - c. Blood Pressure
 - d. Blood Glucose
3. Attendance Standard
 - a. Less than or equal to 40 hours of sick time per calendar year.

Educational and Professional Development -.25%

1. Ongoing Professional Development
 - a. Completion of at least 16 hours of continuing education class time per year.
2. Professional Achievements
 - a. Participation in the Hamilton County Snow Plow Rodeo, so long as the event is offered.

Work Performance (Must meet all) - .25%

1. Evaluation
 - a. Meets or Exceeds expectations in all categories.
 - b. Any evaluation score not meeting expectations may be appealed to a panel assigned by the Township Administrator.
2. Discipline
 - a. No discipline above a written warning for the previous calendar year.

Longevity - .25%

1. Completion of at least 7 years of employment with Colerain Township.

IN WITNESS WHEREOF, the duly authorized representatives of the **TOWNSHIP OF COLERAIN, OHIO** and the **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES OHIO COUNCIL 8**,

LOCAL 3553 have executed this Memorandum of Understanding hereby intended to amend the current Collective Bargaining Agreement in effect between the parties and incorporate such terms and conditions of this Memorandum on the dates opposite their signatures.

FOR THE

FOR THE

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL #3553

TOWNSHIP OF COLERAIN, OHIO

Todd Bandy
President - Local #3553

Geoff Milz
Interim Township Administrator

Kyle Beatty
Chief Spokesperson – AFSCME
Ohio Council #8

- c. The Township shall post a list of employees wishing to work overtime. The call-in shall be based on overtime hours worked to date. In an effort to equalize overtime, the following process will be utilized for administrative purposes only:
- i. The bargaining unit employee with the lowest number of overtime hours at the end of the contract year will have their total number of hours reduced to 0.
 - ii. The number of hours used to reduce the lowest bargaining unit employee to 0 will be subtracted from all other bargaining unit employee's hours to establish their starting point for the year.
- d. The Township shall keep lists of employees by classification and seniority. All refused overtime hours will be charged as if worked. Lists shall be posted on all work site bulletin boards January 1st of each year and the amount of overtime each employee worked shall be updated biweekly thereafter.
- e. Within each Department, if overtime work is scheduled, regular bargaining unit employees shall have first priority for such overtime unless in the opinion of the Department Head considerations require the uninterrupted continuation of a particular individual on a specific job or task of completion.

**ARTICLE 20
WAGES**

See Appendix I of this Article, which contains the bargaining unit classifications and a salary schedule.

**ARTICLE 21
INCENTIVES FOR EXCELLENCE**

In an effort to recognize employees that achieve excellence, effective 1/1/18, merit raises up to 1.0% annually will be paid to employees that have reached the following standards in the previous calendar year.

Health and Fitness (Must meet 2, 3 & 4) .25%

- 1. Fitness Standard.
- 2. Health Risk Assessment.
 - a. All adults 18 years old or older shall take online Health Risk Assessment.
- 3. Wellness Standard (Completion of Biometric Screenings for the following categories including verification of in-range numbers for 3 of the 4 categories. Verification that the member is under doctor's care for a category or categories will meet the standard.)
 - a. BMI <25
 - b. Total Cholesterol < 200 mg/dl or HDL ≥ 40 mg/dl male; ≥ 50 mg/dl female.
 - c. BP < 130/85 mm Hg
 - d. Blood Glucose <100 mg/dl or A1c < 6.5%

4. Attendance Standard
 - a. ≤ Three (3) sick occurrences per calendar year.

Education and Professional Development .25%

1. Ongoing Professional Development (Minimum of 1 activity)
 - a. Enrolled in degree program & actively taking classes.
 - b. Instructor, Presenter, Panelist.
 - c. Publish articles in Journals/Books/Magazines.
 - d. Recipient of internal/external award recognizing service.
2. Professional Achievements (Minimum of 1 activity)
 - a. Completion of college degree.
 - b. Certified as Road Scholar, Arborist, Playground Certification, Pesticide/Herbicide or other certifications as approved by the Public Works Director..
 - c. Training and active participation in special roles approved by the Public Works Director.
3. Will have an LMC, upon request, if issues arise related to what counts as a professional achievement.

Work Performance (Must meet all) .25%

1. Evaluation.
 - a. Meets/Exceeds Expectations in all categories.
 - b. Any evaluations score not meeting expectations may be appealed to a panel assigned by the Township Administrator.
2. Discipline.
 - a. No discipline above an ESL for previous calendar year.

Longevity .25%

1. Longevity.
 - a. Completion of 7 years with Colerain Township.

**ARTICLE 22
RESIDENCY**

Except as may be required by law or resolution of the Board, no bargaining unit employee of the Employer or applicant for employment shall be required to be a resident of Colerain Township.

Currently employed bargaining unit employees shall be exempted from any future imposed residency requirements.

ZERO DAY

TECHNOLOGY SOLUTIONS

5155 Financial Way, Mason, OH 45040

QUOTE

Number OP-0011580

Date Mar 30, 2018

Terms Net 30

Sold To

Colerain Township
Robert Shepherd
4200 Springdale Rd.
Colerain Township, Ohio 45251
United States

Ship To

Colerain Township
Robert Shepherd
4200 Springdale Rd.
Colerain Township, Ohio 45251
United States

Phone 513-923-5007

Fax

Phone 513-923-5007

Fax

Qty	Description	List Price	Unit Price	Ext. Price
1	Dell PowerEdge R330 - TPM 2.0, Intel Xeon E3-1270 3.6GHz 4C/8T, 8GB RAM, PERC H730, QTY 2 x 300GB SAS 10K, Dual Hotplug PS 350W, Ready Rails w/ Cable Management Arm, Dell EMC 1U Bezel, No Operating System, 3 year ProSupport NBD	\$3,885	\$2,775.00	\$2,775.00

SubTotal	\$2,775.00
Tax	TBD
Shipping	TBD
Total	\$2,800.00

Authorized By: _____ Print: _____

Date: _____

Thank you for your business!

Valid for 30 Days. Tax and Shipping not included, actual Shipping will be passed on.

NEW BUSINESS

Department: Colerain Township Fiscal Office

Fiscal Officer: Heather Harlow, Fiscal Officer

Finance

- a. Motion to Approve Inter-Fund Transfer
Recommend the Board of Trustees to approve the transfer of the remaining balance of Fund 2907-Stone Creek TIF to Fund 1000-General. The transfer was budgeted in the final appropriations.