PUBLIC NOTICE

AGENDA
ADMINISTRATIVE SERVICES COMMITTEE MEETING
Chair: Lisa Evans
Committee Members: Kim Chamberland and Kyle Mitchell

Wednesday, January 15 at 4:30 p.m.
Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Proceedings: Approval of the December 30, 2019 Administrative Services Committee Minutes

Agenda Items:

- Local Government Fund Alternative Formula
- Sound Ordinance
- Budget Re-appropriations from 2019 to 2020
- Tri-Health DOT Random Drug and Alcohol Program Agreement
- And all additional matters that may properly come before the committee

Adjourn

Administrative Services Committee
Meeting Minutes
December 30, 2019

Ms. Evans called the meeting to order at 4:30 p.m.

Present: Lisa Evans and Kyle Mitchell

Staff: City Manager Michael Doss; Finance Director Pat Wirthlin; Water Department Supervisor Joe Casteel and Administrative Assistant Jackie Bain

Visitors: None

PROCEEDINGS: *The committee unanimously approved the proceedings from November 26, 2019 Administrative Services Committee Minutes* Ms. Evans made a motion to approve. Seconded by Mr. Mitchell. All yes

ADVANCEMENT OF TAXES FROM THE CLERMONT COUNTY AUDITOR DURING 2020

Mrs. Wirthlin presented to the committee 2020 County Tax Advances information. The City typically requests advances of real estate taxes and other County sources. This allows the City to receive these taxes on a monthly basis, more in line with "as earned". Without such a request, the City would receive tax payments twice a year, likely July and November. The County requires an annual ordinance or resolution to accomplish this.

The Committee agreed to make a motion authorizing the Law Director to draft a Resolution requesting the county auditor to make advance payments of taxes during the year 2020 pursuant to Ohio Revised Code Section 321.34.

2020 NON-UNION SALARY ORDINANCE

Mr. Doss discussed with the committee that City Council provides the City Manager, at his or her discretion, to determine any salary increases to non-union employees, also with the exception of the City Manager and the Law Director. It is the past practice for the City Manager to provide a total amount for non-union salary increase for the year. The total amount recommended by the City Manager is $13,500 for the salary ordinance.

The Committee agreed to make a motion authorizing the Law Director to draft an ordinance for salary increases for non-union employees in the total amount of $13,500.

DISCUSSION OF A SOUND ORDINANCE FOR THE RIVER DISTRICT

Mr. Doss presented to the committee that there was a very productive meeting the Little Miami Brewing Company regarding a potential sound ordinance. For them to meet the obligations provided by the Planning Commission, they would have to adhere to a sound ordinance. Discussions included the "River District" of the City of Milford. The City Manager and Assistant City Manager felt it would be pertinent to make a Sound Ordinance just for the "River District". A proposed Sound Ordinance would state the time that the music would have to cease to be playing for businesses established in the River District. It was recommended that the following be the days/times permitted:

- Sunday through Thursday music ending by 10 pm.
- Friday and Saturday music ending by 11 pm.
- Any changes in these hours, any business within the River District would have to apply for a permit, a minimum of fifteen (15) days prior to an event and receive approval by the City Manager's office to go beyond the 10pm or 11pm deadline.

The committee recognized that the suggested dates/times may evolve as the distillery comes into town and as the downtown district becomes more of an entertainment district.

The Committee agreed to make a motion authorizing the Law Director to draft a Sound ordinance established within the City of Milford River District that would allow for amplified music Sunday through Thursday ending by 10pm and amplified music for Friday and Saturday ending by 11pm. Any business wanting to go beyond this time would have to enter an application with the City of Milford and receive approval to go beyond the times listed.

DISCUSSION OF SR 28 GRAVEL PARKING LOT OWNED BY THE CITY OF MILFORD

Mr. Doss reviewed with the committee a map that showed property owned by the City. An inquiry was received by Sora's regarding the property. They are interested in either purchasing the lot or leasing the lot. The committee would like to keep the property and possibly lease the property and for the City Manager to speak with Sora's and see what their proposal for the lease of the land is at this time.

US 50 URBAN PAVING CONCRETE AND CATCH BASIN PROJECT CONSTRUCTION BIDS AWARD

Mr. Doss presented to the committee the information regarding the project. The bidding results from the December 11th bid opening were reviewed. Robert's Engineering did assist the city with the design for this project in conjunction with ODOT. The lowest bid was Adleta Construction, Inc with a bid of $ 216,498.50 (under the projected and budgeted construction estimate of $300,000). Mr. Doss noted that there will be already one change order since another failing catch basin was found on SR 50. Robert's did recommend and the City Manager did concur to accept Adleta Construction, Inc as the awarded bidder for this project.

The Committee agreed to make a motion authorizing the Law Director to draft an ordinance authorizing the City Manager to enter into an agreement with Adleta Construction, Inc for the US 50 URBAN PAVING CONCRETE AND CATCH BASIN PROJECT in the amount of $216,498.50.

ROAD SALT ORDER

Mr. Doss presented information from the Service Department Supervisor, Ed Hackmeister. He is requesting to order 700 tons of road salt from Compass Minerals for $ 60,000.

The Committee agreed to make a motion authorizing the Law Director to draft an ordinance authorizing the City Manager to enter into an agreement with Compass Minerals for road salt in the amount of $60,000.

WATER TOWER AND WATER MAIN DISTRIBUTION SYSTEM IMPROVEMENTS ENGINEERING SERVICES AWARD FOR ANALYSIS AND PRELIMINARY ENGINEERING REPORT

Mr. Joe Casteel presented to the committee information regarding the requests for qualifications for the new water tower. Six initial firms applied. The top three were chosen and were interviewed by a committee that included Mr. Casteel, Mr. Doss, Ms. Holbrook, Mr. Haskins and Ms. Chamberland. Brandstetter Carroll Inc was selected. The next step is to get a recommendation from the committee for the City Manager to enter into an agreement with the selected company to discuss rates and negotiate with them. If unsuccessful with negotiating rates with Brandstetter Carroll Inc, they would then go into an agreement with the next choice which is Raftelis GPD. This is for the preliminary engineering report and the analysis for the Water Tower and the Water Main Distribution system which must be replaced or upgraded because of the pressure issues. The Committee approved the recommendation of Mr. Casteel and Mr. Doss to enter into contract negotiations for engineering services with Branstetter Carroll. Once a contract is formulated, Mr. Doss and Mr. Minniear will review the contract and present to the committee for consideration.

There being no further business, the meeting adjourned at 5:00 p.m.

Respectfully submitted,
Jackie Bain Administrative Assistant

"These minutes have been approved and adopted by Ms. Evans January 2, 2020, Ms. Chamberland (abstain) and Mr. Mitchell via email January 2, 2020, 2019."

CITY OF MILFORD

745 Center Street, Suite 200, Milford, OH 45150
Phone: 513-831-4192
Fax: 513-248-5096
www.milfordohio.org

To: Honorable Chair Lisa Evans, Committee Members Kim Chamberland & Kyle Mitchell
Administrative Services Committee

From: Pat Wirthlin, Finance Director

See you soon! Pat

Date: January 13, 2020

Subject: Local Government Fund Allocation – Year 2021

Let's Talk

This is an effort to bring Clermont County townships, cities, villages and Commissioners to the table to discuss the Local Government Fund (LGF) allocation formula.

$116,000 Milford Loses Annually

Please recall that last year, the townships were successful in legally excluding Milford from the traditional three-party vote (Milford / Townships / Commissioners) for the LGF formula that had been in place for at least 35 years. Milford stands to forfeit the largest LGF portion on an annual basis (~$116K). It is a huge blow to villages. All of the townships benefit, with Miami and Union gaining the most (~$92K and ~$112K annually, respectively).

22,000 Cars a Day!

The Milford model suggests that the County reduce its share of LGF by 3.5% (from 48.5% to 45%). The formula also places less emphasis on population and gives each municipality a fairer portion of the pie. These changes alone make all villages "whole" and compensates Milford for its added strain on streets and emergency services from outlying traffic and visitors – daily average traffic is over 22,000 cars a day!

Suggestion for Committee Recommendation

Recommendation to authorize the Law Director to create an ordinance authorizing adoption of an alternative method of apportionment of the undivide Local Government Fund for calendar year 2021 based on the following distribution:

1. The County will receive 45 percent of the total allocation to be disbursed.
2. City of Milford will receive five percent of the total allocation to be disbursed.
3. The remaining 50 percent of funds after the County and City allocations outlined in items 1 and 2 above will be disbursed as follows:
    a. 50 percent will be shared equally amog all municipalities and townships with the exception of City of Milford
    b. 50 percent will be distributed to the municipalities and townships (with the exception of Milford) on a per capita basis and will be adjusted as necessary based upon the most current United States Census

LGF Distribution from State

Jurisdiction	Current	Current %	Proposed %	Proposed	Variance
	Township Model			Milford Model	
CLERMONT COUNTY	$ 1,364,795.14	48.54%	45.00%	$ 1,228,315.63	$ (136,479.51)
CITY-MILFORD	$ 47,281.90	51.46%	5.00%	$ 136,479.51	$ 89,197.61
ALL OTHER TOWNSHIPS & VILLAGES *	$ 1,317,513.24		50.00%	$ 1,364,795.14	$ 47,281.90
Total LGF Distribution from State	$ 2,729,590.28	100%	100%	$ 2,729,590.28	$ (0.00)

* 51.46% LGF Distribution to Non-Milford Local Governments

Jurisdiction	Current	Per Jurisdiction Proposed	Per Capita Proposed	Proposed	Variance
	Township Model	50%	50%	Milford Model	
CITY-LOVELAND	$ 22,703.72	$ 26,246.06	$ 6,946.26	$ 33,192.32	$ 10,488.60
CITY-MILFORD	$ 47,281.90			see above	
TOWNSHIP - BATAVIA	$ 116,914.03	$ 26,246.06	$ 71,953.38	$ 98,199.44	$ (18,714.59)
TOWNSHIP-FRANKLIN	$ 29,788.30	$ 26,246.06	$ 11,834.77	$ 38,080.83	$ 8,292.53
TOWNSHIP-GOSHEN	$ 93,051.57	$ 26,246.06	$ 55,487.77	$ 81,733.83	$ (11,317.74)
TOWNSHIP-JACKSON	$ 28,092.36	$ 26,246.06	$ 10,664.53	$ 36,910.59	$ 8,818.23
TOWNSHIP-MIAMI	$ 224,489.59	$ 26,246.06	$ 146,182.81	$ 172,428.87	$ (52,060.72)
TOWNSHIP-MONROE	$ 53,235.85	$ 26,246.06	$ 28,014.08	$ 54,260.14	$ 1,024.29
TOWNSHIP-OHIO	$ 26,173.40	$ 26,246.06	$ 9,340.41	$ 35,586.47	$ 9,413.07
TOWNSHIP-PIERCE	$ 70,791.69	$ 26,246.06	$ 40,127.98	$ 66,374.04	$ (4,417.65)
TOWNSHIP-STONELICK	$ 39,066.70	$ 26,246.06	$ 18,237.06	$ 44,483.12	$ 5,416.42
TOWNSHIP-TATE	$ 47,105.57	$ 26,246.06	$ 23,784.05	$ 50,030.11	$ 2,924.54
TOWNSHIP-UNION	$ 253,367.26	$ 26,246.06	$ 166,109.02	$ 192,355.08	$ (61,012.18)
TOWNSHIP-WASHINGTON	$ 22,973.42	$ 26,246.06	$ 7,132.35	$ 33,378.41	$ 10,404.99
TOWNSHIP-WAYNE	$ 35,939.33	$ 26,246.06	$ 16,079.11	$ 42,325.17	$ 6,385.84
TOWNSHIP-WILLIAMSBURG	$ 29,523.79	$ 26,246.06	$ 11,652.25	$ 37,898.31	$ 8,374.52
VILLAGE-AMELIA	$ 37,536.73	$ 26,246.06	$ 17,181.35	$ 43,427.41	$ 5,890.68
VILLAGE-BATAVIA	$ 20,463.22	$ 26,246.06	$ 5,400.26	$ 31,646.32	$ 11,183.10
VILLAGE-BETHEL	$ 26,697.22	$ 26,246.06	$ 9,701.86	$ 35,947.92	$ 9,250.70
VILLAGE-CHILO	$ 12,963.73	$ 26,246.06	$ 225.46	$ 26,471.52	$ 13,507.79
VILLAGE-FELICITY	$ 16,879.44	$ 26,246.06	$ 2,927.38	$ 29,173.44	$ 12,294.00
VILLAGE-MOSCOW	$ 13,596.47	$ 26,246.06	$ 662.06	$ 26,908.12	$ 13,311.65
VILLAGE-NEVILLE	$ 13,155.63	$ 26,246.06	$ 357.87	$ 26,603.93	$ 13,448.30
VILLAGE-NEW RICHMOND	$ 26,028.18	$ 26,246.06	$ 9,240.21	$ 35,486.27	$ 9,458.09
VILLAGE-NEWTONSVILLE	$ 14,670.05	$ 26,246.06	$ 1,402.85	$ 27,648.91	$ 12,978.86
VILLAGE-OWENSVILLE	$ 16,754.97	$ 26,246.06	$ 2,841.49	$ 29,087.55	$ 12,332.58
VILLAGE-WILLIAMSBURG	$ 25,551.04	$ 26,246.06	$ 8,910.97	$ 35,157.03	$ 9,605.99
	$ 1,364,795.16	$ 682,397.57	$ 682,397.57	$ 1,364,795.14	$ 47,281.88

AN ORDINANCE ENACTING CHAPTER 737 OF THE CODIFIED ORDINANCES OF THE CITY OF MILFORD, OHIO, ESTABLISHING THE REGULATION OF AMPLIFIED SOUND WITHIN THE CITY OF MILFORD RIVER DISTRICT.

Now, Therefore, Be It Ordained By The Council Of The Municipality Of Milford, Ohio:

Section 1.

The Council of the City of Milford hereby enacts Chapter 737 of the Codified Ordinances of the City of Milford, Ohio to read as follows:

CHAPTER 737 RIVER DISTRICT SOUND

737.01 DEFINITIONS

(1) "Amplified sound" means music or other loud sound whether generated by live performance, radio, phonograph, television, tape player, compact disc player, computer, loudspeaker, or any other sound amplifying device.
(2) "Person means the owner, tenant, person in possession of a premises, or person in control of the premises by reason of employment, or agency, whether such ownership, possession or control is exclusive or joint. A "person" shall include any corporate entity or partnership.
(3) "River District" is that business district located within the City of Milford as defined pursuant to >>>>>>>>>>>

737.02 No person shall permit or allow amplified sound to be played or generated after 10:00 p.m. Sunday through Thursday or after 11:00 p.m. Friday and Saturday.

737.03 Any violation of this Ordinance shall be a minor misdemeanor subject to a $150 fine on the first violation; a fourth degree misdemeanor subject to a $250 fine on the second violation; a third degree misdemeanor subject to a $500 on the third violation; and a $750 fine for each violation thereafter.

737.04 The City may consider the temporary expansion of the hours provided for herein in the case of a special event. Any person seeking permission to expand the hours provided for herein shall complete the necessary permit application as provided by the City Administration no later than fifteen days prior to the schedule event. The City Manager or Manager's designee has the sole discretion as to whether or not the permit should be granted.

Section 2.

This Ordinance shall amend and supersede the provisions of any Ordinance, Resolution, Rule, or Regulation which are clearly inconsistent herewith.

Section 3.

This Ordinance shall become effective immediately upon its passage by City Council.

Law Director Draft

CITY OF MILFORD

745 Center Street, Suite 200, Milford, OH 45150
Phone: 513-831-4192
Fax: 513-248-5096
www.milfordohio.org

To: Honorable Chair Lisa Evans, Committee Members Kim Chamberland & Kyle Mitchell
Administrative Services Committee

From: Pat Wirthlin, Finance Director

Pat

Date: January 14, 2020

Subject: 2020 Re-Appropriations $1,132,278

~$1.3 Million in Unfinished Projects and Unpaid Bills

Please find attached a list of re-appropriations from fiscal year 2019. Council previously approved most of these expenditures by way of ordinance. Some projects did not complete by year-end. Essentially, these are unpaid bills or commitments from the prior year.

Suggestion for Committee Recommendation

Recommendation to authorize the Law Director to prepare an ordinance amending appropriation ordinance 19-1483 by increasing or decreasing the individual items as listed on the included chart totaling $1,132,278.

City of Milford
1st Amended Appropriations
Fiscal Year 2020

Fund			Category: Personnel	Category: Other	Purpose
101		General Fund			
	1000	Police	$ 3,000		Medical Insurance Enrollment Late 2019
	4000	Planning		$ 1,613	Re-Appropriated Purchase Order
	6100	Service		3,000	Public Works Facility Exterminator
	7000	Manager		5,000	Re-Appropriated Business Incentive
	6100	Service	632		Re-Appropriated H.R.A.
	7800	Income Tax		105,400	Re-Appropriated CRA Payments
	8000	Miscellaneous		1,274	Re-Appropriated Purchase Orders
203		Drug Offender		20,000	Re-Appropriated Expenses
204		Parks & Recreation		1,210	Re-Appropriated Oktoberfest
205		Mayor's Court Computer		30,000	Re-Appropriated Expenses
206		Enforcement & Education		5,000	Re-Appropriated Expenses
210		Street Construction		279,488	Re-Appropriated SR 50 & SR 126 Urban Paving Projects
211		State Highway		4,000	Re-Appropriated SR 50 Urban Paving Project
212		Permissive		89,456	Re-Appropriated SR 50 & SR 126 Urban Paving Projects
215		Fire / EMS Levy Fund		1,613	Re-Appropriated Purchase Order
415		Capital Improvement		100,000	Re-Appropriated US 50 Urban Paving & Zoning Code Update
501		Storm Water Utility		132,603	Re-Appropriated US 50 Paving & Mill Street Outfall Project
502		Water Revenue		7,800	Re-Appropriated Purchase Orders
516		Water Capital		23,166	Re-Appropriated SCADA & SR 50 Urban Paving Project
517		Waste Water Improvement		73,023	Re-Appropriated SR 50 Urban Paving Project
Transfers					
101		General Fund			
		Transfer Out to Street Fund		185,000	Re-Appropriated SR 50 Urban Paving
		Transfer Out to Water Capital		60,000	Re-Appropriated SCADA
		TOTALS	**$ 3,632**	**$ 1,128,646**	

Grand Total **$1,132,278**

TriHealth
Occupational Medicine

Random Program Procedures for the Computer Generated Selection of DOT Employees

1. After all parties have signed the contract, your Employer Representative will be contacted to verify telephone number, fax number, eligible employees, and social security numbers or other ID number unique to each individual employee.
2. Employee names and ID numbers will then be entered into your Company's profile in Agility System database.
3. The selection of employees for random drug testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers.
4. Drug testing will be based on 25% and breath alcohol will be based on 10% of the total DOT company employee population per DOT regulations unless otherwise agreed upon.
5. One draw will be performed a minimum of each quarter. The number of employees to be tested will be at the appropriate rates and will be rounded off to the next whole number to meet required testing rates per DOT regulations by the end of the calendar year.
6. All employees in the pool will have an equal chance of being selected in each draw according to DOT regulations.
7. The Employer Representative will be notified of which of their employee or employees have been selected for drugs and/or alcohol. This will be noted in the TriHealth company file with the date that notification was emailed, faxed or mailed to the company. **In order to have selections faxed to you, your company must have a confidential or secured fax line. If not, all selections will be emailed via a secure email, and if desired, mailed.**
8. Prior to the next draw, your Employer Representative must contact the Random Program Coordinator for any changes to the employee listing. **All testing must be completed on the prior draw before the next selection can be made. If testing is not completed prior to the next draw, your company will not be in compliance with DOT regulations and TriHealth cannot be held responsible for employees not sent in for testing.**
9. **Any changes in address, phone or fax number, or Employer Representatives must be submitted in writing via fax, email or US Postal Mail to the Random Program Coordinator.**
10. The Agility database information is stored on a secured network drive and is password protected. Files and changes to your company roster will be kept in a locked file cabinet for security purposes.
11. **Test Results**. Questions regarding drug results should be directed to the TriHealth Occupational Center where the drug screen was collected or, in the case of an out of town collection, the TriHealth Occupational Center which is responsible for sending results.

TriHealth
Occupational Medicine

DOT Random Drug and Alcohol Progam Agreement

THIS AGREEMENT, made by and between:

Bethesda Healthcare, Inc.,
dba TriHealth Occupational Medicine
a non-profit organization at
Fountain Pointe I
4665 Cornell Road, Suite 350
Cincinnati, OH 45241,

hereinafter designated Bethesda,

And:

City of Milford
745 Center St.
Milford, OH 45150

hereinafter designated Company.

Bethesda provides assistance to business and governmental employers in the design, implementation, and maintenance of random drug and alcohol testing programs required by the U.S. Department of Transportation ("DOT"). Pursuant to Federal regulation, Company wishes to make arrangements with Bethesda through its DOT Random Drug and Alcohol Program (the "Program") to provide random drug and alcohol testing selections required by DOT regulation 49 CFR Part 40, as the same may be amended from time to time ("Part 40").

In consideration of the mutual promises contained herein, it is understood and agreed as follows:

A. **Responsibilities of Bethesda.** Bethesda will:

1. Assist Company in the development and implementation of a random drug and alcohol testing selection process using a computer program operated by Bethesda in accordance with the requirements of Part 40 for a random drug and alcohol testing selection, and perform random drug and alcohol testing selections for Company utilizing such program. The random drug and alcohol testing selection process will be based on an objective and non-discriminatory computer program to identify a specified percentage of the total Company workforce. This shall include working with Company's management and/or appropriate staff.

2. Random testing selections will be made quarterly in accordance with Part 40 **(unless Company otherwise specifies frequency: _____times/year);** they will be unpredictable and unannounced. Bethesda will follow Company's policies and procedures for notifying Company of Company's employees selected for random drug testing.

3. Maintain names of employees in the random selection lists, and copies of notices to employers of selected employees. The random coordinator does not receive or maintain employee test results in connection with this Agreement.

4. Ensure that all random testing selection activities have appropriate quality control procedures, including purchasing and sending blind specimens to laboratories for drug and alcohol testing, when required under Part 40 based on the number of DOT-covered employees.

5. Deliver all covered services pursuant to this Agreement as a service agent in accordance with Part 40 and other applicable law.

6. Timely notify Company of any changes in relevant/applicable Bethesda policies and procedures which are made pursuant to Part 40.

7. Perform its responsibilities under this Agreement using duly qualified and trained personnel.

B. <u>Responsibilities of Company</u>. Company will:

1. Designate an employee to be the Company representative (DER) and, as such, to represent Company in the day-to-day activities of the Program as described in this Agreement. Bethesda shall have the right to rely upon any representations or agreements of such DER. The DER is responsible for collecting and sending a complete list of eligible Company's employees to Bethesda on or before the 1st of each month.

2. Assume responsibility for notifying employees of random selection.

3. Notify Bethesda in writing by means of fax, e-mail, or mail of any change of address, phone or fax number, or DER.

4. Assume all responsibility for compliance with, and at all times remain in compliance with, all DOT regulations applicable to Company as an employer, including assuming responsible for making reasonable suspicion, post-accident and refusal determinations and sending randomly selected employees or employees in question to an appropriate facility for evaluation, testing and, if necessary, treatment.

5. Be responsible for conducting all employee and supervisor training mandated by federal or state law. Employee and supervisor training services are not available pursuant to this Agreement. Company may contact TriHealth EAP Services for information regarding training services and classes available through Bethesda.

6. In the event of any discrepancies among Part 40 and Company policies and benefit plans, applicable sections of Part 40 shall take precedence over Company policy and benefit plans.

7. Employers may contract out their random drug and alcohol testing selection functions to Bethesda; employers may not however contract away their responsibility to comply with DOT regulations, including Part 40.

8. Maintain all records relating to its employees or its drug and alcohol testing program as required by Part 40 and any other drug and alcohol testing laws or regulations. Bethesda does not assume any of Company's record retention obligations, except to the extent specifically required by law.

C. Miscellaneous

1. **Fees.** Company will be charged a one-time start-up fee of **$50.00** *($100 for 50+ employees)* for database setup and entry of employees which is due upon signing this Agreement. In addition, for every random selection made, there will be a **$50.00 charge per draw**. Bethesda shall invoice Company for the random selection draw charges. Bethesda shall have the right to increase the random selection draw charge amount provided that such charge is increased on no more than an annual basis and provided further that Bethesda gives Company at least thirty (30) days advanced written notice of any increase.

2. **Term.** The term of this Agreement shall be for a period of one (1) year from the last date of signature below, and shall be automatically renewed for one-year terms unless terminated as provided herein. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, either party may terminate this Agreement for any reason, with or without cause, by giving sixty (60) days written notice to the other party. In addition, Bethesda shall have the right to terminate this Agreement immediately upon written notice to Company in the event Bethesda ceases operation of the Program for any or no reason. In the event of any termination of this Agreement, Bethesda will work with Company to ensure the timely transfer of records pertaining to Company in accordance with Part 40.

3. **Limited Scope.** The terms of this Agreement and the fees listed in this Agreement are intended to cover only the Program administrative functions relating to random testing selections as specified herein. This Agreement is not meant to address other aspects of Bethesda's or any affiliate of Bethesda's relationship with the Company, if any. As way of example and not limitation, if an employee of Company has a specimen collected at a Bethesda facility, the provision of such services would be separate and apart from this Agreement.

4. **Staff of Bethesda.** All personnel associated with the services provided under this Agreement shall be deemed employees, agents, servants or independent contractors of Bethesda and not employees of Company.

5. **Liability.** Bethesda shall not be responsible for and hereby disclaims any liability for any damages, direct, indirect, special, incidental, consequential or otherwise, arising out of or in connection with the acts, omissions, or interpretations of Company or of any third party relating to testing and/or reporting of any drug or alcohol collection.

6. **Employee Obligation.** Bethesda shall not be responsible for the failure of an employee of the Company to submit to a drug or alcohol test, attend or complete SAP assessments, rehabilitation or return-to-work treatment plan.

7. **Notices.** Any notices required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, or personally delivered to the address specified on the first page of this Agreement or to such other address as either party may designate by notice to the other party: Notices shall be deemed to be received upon personal delivery or three (3) days after being deposited in the United States mail.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Ohio, without regard to the conflict of laws' principles thereof.

9. **Third Parties.** Nothing herein express or implied is intended to or shall be construed to confer upon or give to any person other than the parties hereto and their successors or permitted assigns any right or remedies under or by reason of this Agreement.

10. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties with respect to the subject matter hereof. This Agreement can be modified only by a written amendment signed by authorized representatives of both parties.

BETHESDA HEALTHCARE, INC.

Terri Hanlon-Bremer
COO, TriHealth Corporate Health

Date

_____**CITY OF MILFORD**_____
COMPANY NAME

Name/Signature

Title

30378682.4

TriHealth
Occupational Medicine

DRUG SCREEN COLLECTION SITE QUALIFICATIONS AND AGREEMENT

This Drug Screen Collection Site Qualifications and Agreement (this "Agreement") is made by and between Bethesda Healthcare, Inc. d/b/a TriHealth Occupational Medicine Centers ("Bethesda") and **CITY OF MILFORD** ("Company").

Bethesda provides drug screen collection services in accordance with the urine specimen collection procedures contained in the regulations promulgated by the U.S. Department of Transportation ("DOT") (49 C.F.R. Part 40) (the "Regulations") and Company desires to make arrangements with Bethesda to provide drug screen collection services.

Bethesda hereby certifies that the staff involved in specimen collection at Bethesda's TriHealth Occupational Medicine Centers is qualified to conduct urine specimen collection services in compliance with the urine specimen collection procedures contained in the Regulations and that such staff will comply with the Regulations governing urine specimen collections.

Bethesda does not assume responsibility for leaks or breaks in properly packed specimens which occur after the specimen has been transported from the specimen collection site.

Company acknowledges that the laboratory has the sole responsibility for arranging courier services and paying any costs associated with the transportation of specimen collections from the specimen collection site to the laboratory. All specimens will be transported to an HHS/SAMHSA-certified laboratory.

Please check the box below if Company agrees to designate the occupational medicine physicians employed by Bethesda to perform medical review and reporting of drug testing results services.

☒ Company hereby designates the occupational medicine physicians employed by Bethesda as medical review officers to review and report drug testing results beginning on the last date of signature below and until Company provides written notice to Bethesda indicating otherwise. Bethesda hereby certifies that such physicians are qualified to act as medical review officers in the DOT drug testing program and they will act in compliance with the Regulations for reporting and reviewing drug testing results.

The term of this Agreement shall be for a period of one (1) year from the last date of signature below, and shall be automatically renewed for one-year terms unless otherwise terminated as provided herein. Either party may terminate this Agreement for any reason, with or without cause, by giving thirty (30) days' prior written notice to the other party.

Bethesda will provide monthly invoices to Company for all services performed under this Agreement and Company will remit payment within thirty (30) days of receipt.

Company hereby designates the following named individual to act as Company's designated employer representative ("DER"). Company will notify Bethesda in writing of a change in Company's DER and/or any changes in the DER's contact information.

Lori Pegg
Designated Employer Representative

Company will complete the contact information for Company's DER below and will indicate the DER's preferred method of communication of drug testing results by checking the box(es) below.

☐ Telephone _____

☒ Email * lpegg@milfordohio.org

☐ Fax * _____

*All drug testing results reporting transmitted electronically by Bethesda to Company will be carried over a secure, encrypted connection. It is Company's sole responsibility to secure and maintain the confidentiality of all information received by Bethesda.

BETHESDA HEALTHCARE, INC.

_____ _____
Terri Hanlon-Bremer (Date)
COO, TriHealth Corporate Health

CITY OF MILFORD **COMPANY NAME**

By (Signature): _____ _____
(Date)
Title: _____

TriHealth
Occupational Medicine

BREATH ALCOHOL TESTING SITE QUALIFICATIONS AND AGREEMENT

This Breath Alcohol Testing Site Qualifications and Agreement is made by and between Bethesda Healthcare, Inc. d/b/a TriHealth Occupational Medicine Centers ("Bethesda") and **CITY OF MILFORD** ("Company").

Bethesda provides breath alcohol testing services in accordance with the breath alcohol testing procedures contained in the regulations promulgated by the U.S. Department of Transportation ("DOT") (49 C.F.R. Part 40) (the "Regulations") and Company desires to make arrangements with Bethesda to provide breath alcohol testing services.

Bethesda hereby certifies that breath alcohol testing will be conducted using evidential breath testing devices approved by the National Highway Traffic Safety Administration. All tests will be conducted by a qualified breath alcohol technician.

Bethesda further certifies that the staff conducting the breath alcohol testing at Bethesda's TriHealth Occupational Medicine Centers is familiar with DOT breath alcohol testing requirements and that such staff will comply with the Regulations in the administration of breath alcohol testing services for Company.

Company will be notified immediately in the event the TriHealth Occupational Medicine Center conducting the test has an equipment failure and is unable to continue with breath alcohol testing. Bethesda agrees to pay transportation expenses to transport Company's employee to another TriHealth Occupational Medicine Center, if necessary.

Bethesda will immediately notify Company's designated employer representative ("DER") of positive results. It is Company's responsibility to ensure alternative transportation of Company's employees who test positive.

The term of this Agreement shall be for a period of one (1) year from the last date of signature below, and shall be automatically renewed for one-year terms unless otherwise terminated as provided herein. Either party may terminate this Agreement for any reason, with or without cause, by giving thirty (30) days' prior written notice to the other party.

Bethesda will provide monthly invoices to Company for all services performed under this Agreement and Company will remit payment within thirty (30) days of receipt.

Company hereby designates the following named individual to act as Company's DER. Company will notify Bethesda in writing of a change in Company's DER and/or any changes in the DER's contact information:

Lori Pegg
Designated Employer Representative

Company will complete the contact information for Company's DER below and will indicate the DER's preferred method of communication of drug testing results by checking the box(es) below.

☐ Telephone: _____

☒ Email*: lpegg@milfordohio.org

☐ Fax*: _____

*All drug testing results reporting transmitted electronically by Bethesda to Company will be carried over a secure, encrypted connection. It is Company's sole responsibility to secure and maintain the confidentiality of all information received by Bethesda.

BETHESDA HEALTHCARE, INC.

_____
Terri Hanlon-Bremer
COO, TriHealth Corporate Health

Date: _____

CITY OF MILFORD
COMPANY

By (Signature): _____

Title: _____

Date: _____

TriHealth
Occupational Medicine

DFSP Random Drug Program Agreement

THIS AGREEMENT, made by and between:

Bethesda Healthcare, Inc.,
a non-profit organization at
Fountain Pointe I
4665 Cornell Road, Suite 350
Cincinnati, OH 45241,

hereinafter designated Bethesda,

And:

City of Milford
745 Center St.
Milford, OH 45150

hereinafter designated Company.

Bethesda provides assistance to business and governmental employers in the design, implementation, and maintenance of random drug and alcohol testing programs. Pursuant to Company policy and in accordance with the rules and guidelines of the Ohio Bureau of Worker's Compensation ("OBWC") Drug Free Safety Program ("DFSP"), Company wishes to make arrangements with Bethesda through its DFSP Random Drug Program (the "Program") to provide random drug testing selections.

In consideration of the mutual promises contained herein, it is understood and agreed as follows:

A. **Responsibilities of Bethesda.** Bethesda will:

1. Assist Company in the development and implementation of a random drug testing selection process using a computer program operated by Bethesda in accordance with OBWC rules and guidelines for a DFSP random drug testing selection, and perform random drug testing selections for Company utilizing such program. The random drug testing selection process will be based on an objective and non-discriminatory computer program to identify a specified percentage of the total Company workforce. This shall include working with Company's management and/or appropriate staff.

2. Random testing selections will be conducted **quarterly** unless specified on a mutually agreed upon frequency: _____**times/year**; they will be unpredictable and unannounced. Bethesda will follow Company's policies and procedures for notifying Company of Company's employees selected for random drug testing.

3. Maintain names of employees in the random selection lists, and copies of notices to employers of selected employees. The random coordinator does not receive or maintain employee test results in connection with this Agreement.

4. Ensure that all random testing selection activities have appropriate quality control procedures.

5. Timely notify Company of any changes in relevant/applicable Bethesda policies and procedures.

6. Perform its responsibilities under this Agreement using duly qualified and trained personnel.

B. <u>Responsibilities of Company</u>. Company will:

1. Designate an employee to be the Company representative (DER) and, as such, to represent Company in the day-to-day activities of the Program as described in this Agreement. Bethesda shall have the right to rely upon any representations or agreements of such DER. The DER is responsible for collecting and sending a complete list of eligible Company's employees to Bethesda on or before the 1st of each month.

2. Assume responsibility for notifying employees of random selection.

3. Notify Bethesda in writing by means of fax, e-mail, or mail of any change of address, phone or fax number, or DER.

4. Maintain all records relating to its employees or its drug testing program as required by OBWC regulations and any other drug and alcohol testing laws and regulations. Bethesda does not assume any of Company's record retention obligations, except to the extent specifically required by law.

5. Be responsible for conducting all employee and supervisor training mandated by federal or state law. Employee and supervisor training services are not available pursuant to this Agreement. Company may contact CONCERN Services for information regarding training services and classes available through Bethesda.

6. Assume all responsibility for compliance with, and at all times remain in compliance with, all OBWC DFSP laws, regulations and guidelines applicable to Company as an employer.

C. <u>Miscellaneous</u>

(one start-up fee charged with DOT program)

1. **<u>Fees</u>.** Company will be charged a one-time start-up fee of ~~**$50.00** *($100 for 50+ employees)*~~ for database setup and entry of employees which is due upon signing this Agreement. In addition, for every random selection made, there will be a **$50.00 charge per draw**. Bethesda shall invoice Company for the random selection draw charges. Bethesda shall have the right to increase the random selection draw charge amount provided that such charge is increased on no more than an annual basis and provided further that Bethesda gives Company at least thirty (30) days advanced written notice of any increase.

2. **Term.** The term of this Agreement shall be for a period of one (1) year from the last date of signature below, and shall be automatically renewed for one-year terms unless terminated as provided herein. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, either party may terminate this Agreement for any reason, with or without cause, by giving sixty (60) days written notice to the other party. In addition, Bethesda shall have the right to terminate this Agreement immediately upon written notice to Company in the event Bethesda ceases operation of the Program for any or no reason.

3. **Limited Scope.** The terms of this Agreement and the fees listed in this Agreement are intended to cover only the Program administrative functions relating to random testing selections as specified herein. This Agreement is not meant to address other aspects of Bethesda's or any affiliate of Bethesda's relationship with the Company, if any. As way of example and not limitation, if an employee of Company has a specimen collected at a Bethesda facility, the provision of such services would be separate and apart from this Agreement.

4. **Staff of Bethesda.** All personnel associated with the services provided under this Agreement shall be deemed employees, agents, servants or independent contractors of Bethesda and not employees of Company.

5. **Liability.** Bethesda shall not be responsible for and hereby disclaims any liability for any damages, direct, indirect, special, incidental, consequential or otherwise, arising out of or in connection with the acts, omissions, or interpretations of Company or of any third party relating to testing and/or reporting of any drug or alcohol collection.

6. **Employee Obligation.** Bethesda shall not be responsible for the failure of an employee of the Company to submit to a drug or alcohol test, attend or complete SAP assessments, rehabilitation or return-to-work treatment plan.

7. **Notices.** Any notices required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, or personally delivered to the address specified on the first page of this Agreement or to such other address as either party may designate by notice to the other party: Notices shall be deemed to be received upon personal delivery or three (3) days after being deposited in the United States mail.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Ohio, without regard to the conflict of laws' principles thereof.

9. **Third Parties.** Nothing herein express or implied is intended to or shall be construed to confer upon or give to any person other than the parties hereto and their successors or permitted assigns any right or remedies under or by reason of this Agreement.

10. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties with respect to the subject matter hereof.

This Agreement can be modified only by a written amendment signed by authorized representatives of both parties.

BETHESDA HEALTHCARE, INC.

_____

Terri Hanlon-Bremer
COO, TriHealth Corporate Health

_____

Date

_____**City of Milford**_____
COMPANY NAME

_____

Name/Signature

_____

Title

_____

Date

30378677.4

TriHealth
Occupational Medicine

DRUG SCREEN COLLECTION SITE QUALIFICATIONS AND AGREEMENT

This Drug Screen Collection Site Qualifications and Agreement (this "Agreement") is made by and between Bethesda Healthcare, Inc. d/b/a TriHealth Occupational Medicine Centers ("Bethesda") and **CITY OF MILFORD** ("Company").

Bethesda provides drug screen collection services in accordance with the urine specimen collection procedures contained in the regulations promulgated by the U.S. Department of Transportation ("DOT") (49 C.F.R. Part 40) (the "Regulations") and Company desires to make arrangements with Bethesda to provide drug screen collection services.

Bethesda hereby certifies that the staff involved in specimen collection at Bethesda's TriHealth Occupational Medicine Centers is qualified to conduct urine specimen collection services in compliance with the urine specimen collection procedures contained in the Regulations and that such staff will comply with the Regulations governing urine specimen collections.

Bethesda does not assume responsibility for leaks or breaks in properly packed specimens which occur after the specimen has been transported from the specimen collection site.

Company acknowledges that the laboratory has the sole responsibility for arranging courier services and paying any costs associated with the transportation of specimen collections from the specimen collection site to the laboratory. All specimens will be transported to an HHS/SAMHSA-certified laboratory.

Please check the box below if Company agrees to designate the occupational medicine physicians employed by Bethesda to perform medical review and reporting of drug testing results services.

☒ Company hereby designates the occupational medicine physicians employed by Bethesda as medical review officers to review and report drug testing results beginning on the last date of signature below and until Company provides written notice to Bethesda indicating otherwise. Bethesda hereby certifies that such physicians are qualified to act as medical review officers in the DOT drug testing program and they will act in compliance with the Regulations for reporting and reviewing drug testing results.

The term of this Agreement shall be for a period of one (1) year from the last date of signature below, and shall be automatically renewed for one-year terms unless otherwise terminated as provided herein. Either party may terminate this Agreement for any reason, with or without cause, by giving thirty (30) days' prior written notice to the other party.

Bethesda will provide monthly invoices to Company for all services performed under this Agreement and Company will remit payment within thirty (30) days of receipt.

Company hereby designates the following named individual to act as Company's designated employer representative ("DER"). Company will notify Bethesda in writing of a change in Company's DER and/or any changes in the DER's contact information.

Lori Pegg
Designated Employer Representative

Company will complete the contact information for Company's DER below and will indicate the DER's preferred method of communication of drug testing results by checking the box(es) below.

☐ Telephone _____

☒ Email * lpegg@milfordohio.org

☐ Fax * _____

*All drug testing results reporting transmitted electronically by Bethesda to Company will be carried over a secure, encrypted connection. It is Company's sole responsibility to secure and maintain the confidentiality of all information received by Bethesda.

BETHESDA HEALTHCARE, INC.

_____ _____
Terri Hanlon-Bremer (Date)
COO, TriHealth Corporate Health

CITY OF MILFORD (COMPANY NAME)

By (Signature): _____ _____
(Date)
Title: _____

TriHealth
Occupational Medicine

BREATH ALCOHOL TESTING SITE QUALIFICATIONS AND AGREEMENT

This Breath Alcohol Testing Site Qualifications and Agreement is made by and between Bethesda Healthcare, Inc. d/b/a TriHealth Occupational Medicine Centers ("Bethesda") and **CITY OF MILFORD** ("Company").

Bethesda provides breath alcohol testing services in accordance with the breath alcohol testing procedures contained in the regulations promulgated by the U.S. Department of Transportation ("DOT") (49 C.F.R. Part 40) (the "Regulations") and Company desires to make arrangements with Bethesda to provide breath alcohol testing services.

Bethesda hereby certifies that breath alcohol testing will be conducted using evidential breath testing devices approved by the National Highway Traffic Safety Administration. All tests will be conducted by a qualified breath alcohol technician.

Bethesda further certifies that the staff conducting the breath alcohol testing at Bethesda's TriHealth Occupational Medicine Centers is familiar with DOT breath alcohol testing requirements and that such staff will comply with the Regulations in the administration of breath alcohol testing services for Company.

Company will be notified immediately in the event the TriHealth Occupational Medicine Center conducting the test has an equipment failure and is unable to continue with breath alcohol testing. Bethesda agrees to pay transportation expenses to transport Company's employee to another TriHealth Occupational Medicine Center, if necessary.

Bethesda will immediately notify Company's designated employer representative ("DER") of positive results. It is Company's responsibility to ensure alternative transportation of Company's employees who test positive.

The term of this Agreement shall be for a period of one (1) year from the last date of signature below, and shall be automatically renewed for one-year terms unless otherwise terminated as provided herein. Either party may terminate this Agreement for any reason, with or without cause, by giving thirty (30) days' prior written notice to the other party.

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Company hereby designates the following named individual to act as Company's DER. Company will notify Bethesda in writing of a change in Company's DER and/or any changes in the DER's contact information:

Lori Pegg
Designated Employer Representative

Company will complete the contact information for Company's DER below and will indicate the DER's preferred method of communication of drug testing results by checking the box(es) below.

☐ Telephone _____

☒ Email* lpegg@milfordohio.org

☐ Fax* _____

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BETHESDA HEALTHCARE, INC.

_____
Terri Hanlon-Bremer
COO, TriHealth Corporate Health

Date: _____

CITY OF MILFORD
COMPANY NAME

By (Signature): _____

Title: _____

Date: _____