#### LITTLE MIAMI JOINT FIRE & RESCUE DISTRICT

BOARD OF TRUSTEES MEETING AGENDA Meeting Location: Village of Golf Manor 6450 Wiehe Rd. Golf Manor, OH 45237

#### 6:00 PM October 20, 2021

Call Meeting to Order

Roll Call of Trustees

**Approval of Minutes of Previous Meeting:** September 15, 2021

Communications

#### Clerk's Report

• Year - to - Date Financial Reports - thru September 2021

#### **Old Business**

• Chief Hiring Process Update

#### **New Business**

- Resolution R7-2021 Providing for the Employment of an Additional Full-Time Firefighter Pursuant to R.C. 505.38
- Resolution R8-2021 Accepting the Amounts and Rates as Determined by the Budget Commission & Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor
- Resolution R9-2021 Authorizing the Board President to Enter into a Service Agreement for the Conduct of Employee Background Checks

#### Fire Chief's Report

Monthly Emergency Activity Report – September 2021

#### **Board of Trustees Discussion**

Open Discussion / Audience Participation

#### Adjournment

## LITTLE MIAMI JOINT FIRE & RESCUE DISTRICT Board Meeting Minutes September 15, 2021

Meeting held in Village of Fairfax Council Chambers

Mr. Shelton called the meeting to order at 6:00 PM. The roll call was read and the following Board Members were present: Mr. Hudson, Mr. Lamar, Mr. Lanser, Mr. Shelton, Ms. Taylor and Mr. Van Harn. Also present were Acting chief Timmers and FF David Jollis. Mrs. Kaminer and Mr. Abes were absent.

Mr. Shelton asked for a motion for the board to approve Mr. Rob Doppes to take the meeting minutes in Mrs. Kaminer's absence. Mr. Van Harn made a motion to approve, seconded by Mr. Lamar. All Board Members concurred with the motion. The motion carried.

Mr. Shelton asked for approval of the August 18, 2021 board minutes. Mr. Lamar made a motion to approve, seconded by Mr. Van Harn. All Board Members concurred with the motion. The August 2021 meeting minutes were approved.

#### **COMMUNICATIONS**

None

#### **CLERK'S REPORT**

Mr. Shelton noted the financial reports provided by Mrs. Kaminer. If the Board has any questions, they can ask specifics of Mrs. Kaminer at next month's meeting. Mrs. Kaminer wrote a report as follows: The cash balance at the end of August 2021 was \$1,722,288.34. The District received the 2<sup>nd</sup> half real estate settlement in August which has increased our balance. The District also received real estate rollback receipts from the State of Ohio in the amount of \$88,136.57. Expenses for the month included 2 payrolls – the YTD percentage spent on payroll is still on budget. The September reports may start to reflect an increase of part-time pay due to recent increases. Although there has been much overtime paid out due to full-time staff departures and the time it takes to fill those positions, full time pay is currently on track for YTD percentage spent at 68% in the General Fund and 54% in the Fire/EMS Fund. Some of this is due to budgeting for a new chief for 9 months but the position not yet being filled. The 2<sup>nd</sup> loan installment was paid to the Village of Fairfax in August. The third installment will be paid by the beginning of October.

#### **OLD BUSINESS**

<u>Chief Hiring Process:</u> Mr. Shelton announced the hiring process has begun. Agenbroad Consulting Services is currently performing the search for the District. Resumes will be accepted until Friday September 24<sup>th</sup>. Mr. Shelton stated that a committee is to be formed to review the resumes and put together a list of finalists for interviews. Mr. Shelton suggested that himself, Captain Rob Young, one area acting fire chief and one retired fire chief be on the interview committee. It is possible that the fire chief could be chosen for recommendation by the October board meeting. So far, 10 applications have been submitted including one internal candidate. Agenbroad Consulting is a group of current fire chiefs who also do consulting work. They will review all resumes received and make recommendations to the committee. The plan is to interview the top 3-5 candidates but if there ends up being two very strong

candidates at the end of the first interviews, a second interview may be required. Ms. Taylor stated that all Board members will have the opportunity to meet/engage with the top 1 or 2 finalists that are recommended so they will not have to vote on a candidate they have never met.

<u>Collective Bargaining Agreement:</u> Mr. Shelton stated that a letter has been sent to the Local IAFF stating that representatives of the board are ready to begin contract negotiations. The CBA team members will be Mr. Lanser, Ms. Taylor, Mr. Mike Lemon, Acting Chief Timmers and the new chief depending on when that position is hired. The date to start the negotiations is still to be determined.

#### **NEW BUSINESS**

Resolution R6-2021 Providing for the Employment of an Additional Full-Time Firefighter Pursuant to R.C. 505.38. Mr. Shelton made a motion to adopt Resolution R6-2021, seconded by Ms. Taylor. Upon roll call: Mr. Hudson, aye; Mr. Lamar, aye; Mr. Lanser, aye; Mr. Shelton, aye; Ms. Taylor, aye; Mr. Van Horn, aye. Mr. Shelton called upon firefighter David Jollis to step forward and be sworn in as the newest full-time firefighter. The Board congratulated Mr. Jollis.

<u>Defibulator Discussion</u>: Mr. Van Harn stated that the District has 4 defibulators in service and are all outdated and not compliant and recommended they be pulled out of service as soon as possible. Mr. Van Harn spoke with Lexipol to see what possible grant help was available to the District to acquire new defibulators. He was told they are approximately \$60,000 per unit and there is a possible 50% discount with a trade-in. The quickest way to get funding for these would be to go through the Firehouse Subs grant program. The grant program would fund up to \$50,000. Mr. Van Harn stated that would allow the District to pursue at least one new defibulator and look at replacing the others in the near future. The grant process currently costs \$2,000. The deadline to get information together for the grant is October 6 with the actual submission date being October 13. They only accept the first 600 applications which is why we would want all information together by the 6<sup>th</sup>. Information needed for the submission is call data for our stations and 2 or 3 quotes from vendors. Mr. Van Harn mentioned Stryker and Zoll.

Mr. Lanser stated that an updated quote would be needed to see if the price is still \$60,000 per unit. Lt. Thompson asked that they get quotes from Stryker and another vendor, but not to go through Zoll. Acting Chief Timmers stated that he spoke with the Districts rep from Stryker regarding the defibulators and he agreed that they are older units, but they have been updated and it isn't necessary to purchase these units immediately, but it is up to the board on how to proceed. Mr. Lanser had correspondence from June 2020 that the parts for these units were no longer being made, which could lead to these units becoming obsolete. Mr. Lanser put a motion forward to the board to apply for a \$50,000 grant through Firehouse Subs, to be used to purchase as many defibulators as possible with the \$50,000. The motion also includes \$2,000 to be spent for the grant. The motion was seconded by Mr. Hudson. All Board Members concurred with the motion. Mr. Van Harn stated we should have an answer on the grant by mid-November. Mr. Thompson stated that he thinks that once you apply for and receive a grant from Firehouse Subs you cannot apply again for 3 years, so if we get the grant we already submitted with Firehouse, we would not be eligible for this grant. Ms. Taylor consulted their website and said it is a minimum of a 2 year wait. Mr. Van Harn will contact Lexipol about the possible wait time and report back to the Board.

Ms. Taylor reviewed/summarized the priorities for the District regarding equipment: 1) radios 2) turnout gear 3) defibulators. Lt. Thompson confirmed these are the three items they are focusing on right now as top priorities. Next, would be to look at vehicles.

Mr. Lanser commented that the Fire District was not eligible for COVID funding again, which is disappointing since the District involves front line staff fighting COVID. Ms. Taylor commented that Columbia Township would consider a sub-allocation to the Fire District with some of the funds received from the America Rescue Plan.

#### FIRE CHIEF'S REPORT

Equipment – Squad 7 ambulance had an airbag problem and has since been repaired and is back in service.

Personnel - The district lost full-time firefighter Eric Lett to the St. Bernard Fire Dept. Acting Chief Timmers would like to replace that position as soon as possible with a person on the eligibility list, but the list has since expired. The Board has the right to extend the list to 2 years, which will take it to January 2022. Mr. Shelton requested a motion to approve extending the hire list for one additional year. Mr. Lanser made a motion, seconded by Mr. Hudson. All Board members concurred with the motion. Mr. Lanser commented that the firefighter who went to St. Bernard, Mr. Lett, was a valued member among the residents of Golf Manor and an outstanding firefighter. The District is very sad to see him go but wish him the best of luck. He is an outstanding person and a real pillar in the community.

A Full-time firefighter injured both of his knees, and he will be off for quite a while.

The Board had asked the Acting Chief Timmers to start the process for the hiring of a full-timer, so he has put out a flier announcing an opening and they will be giving a test September 25<sup>th</sup>.

Since the Board raised the wages for Part-Time employees, they have had 5 applicants. From these applications we have hired 2 EMT's and 1 Medic.

The posters approved by the committee have been passed out to the hospitals.

#### **BOARD OF TRUSTEE'S DISCUSSION**

Mr. Van Harn stated that he wanted to commend Mr. Lamar. He had attended the Columbia Township meeting and Mr. Lamar mentioned that there were a lot of rumors going around regarding the District. Mr. Van Harn has heard a few himself and some were very insulting. He would like to note that there is a lot that people don't understand. He would like to keep everything professional and if anyone has any questions, he would be happy to talk to them. There is a rich, long history in Golf Manor and there are some things being said that are just not true. He and Mr. Lamar had a discussion and agree that is the way to proceed.

#### **AUDIENCE PARTICIPATION**

Lt. Thompson wanted to confirm that the Board did approve the hiring of an additional firefighter. The Board confirmed that Acting Chief Timmers should proceed with the hiring process. Mr. Thompson stated that the staffing situation is dire. Mr. Shelton mentioned that if a special meeting was needed to appoint and swear in the new firefighter, he would contact everyone.

There was no other business discussed.

Mr. Lamar made a motion to adjourn the meeting, seconded by Mr. Van Harn. All Board Members concurred with the motion. The meeting was adjourned.

TRUSTEES		
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#### LITTLE MIAMI JOINT FIRE DISTRICT YEAR TO DATE FINANCIAL REPORT

Sep-21

GENERAL FUND					BUDGET	YTD %
Beginning Balance 1-1-	2021	\$	332,948.54			RECEIPT
RECEIPTS						
1000-101-0000	Hamilton County Auditor-GF	Ś	1,811,787.00	Ś	1,764,484.00	103%
1000 101 0000	- includes 2.0 levy eff 1-1-2020	Y	1,011,707.00	Y	1,704,404.00	103/0
1000-201-0000	Columbia Township Contract	\$	268,333.26	\$	405,000.00	66%
1000-701-0000	Interest					
1000-891-0000	Other Income	\$	20,625.72	\$	10,000.00	206%
1000-892-0000	Payroll Credit			\$	-	
1000-891-0000	Sale or Auction of Equip.			\$	-	
1000-535-0000	State of Ohio - Rollback	\$	142,512.40	\$	111,067.00	128%
	Grant	\$	784.23			
Total GF Receipts		\$	2,244,042.61	\$	2,290,551.00	
Total General Fund & E	Beg. Bal	\$	2,576,991.15			

EXPENSES						YTD %	
		PAID	<u>APP</u>	ROPRIATION	BALANCE	EXPENDITURE	
<u>ADMINISTRATIVE</u>							
1000-110-121	Clerk Salary	\$ 12,788.34	\$	17,500.00	\$ 4,711.66	73%	
1000-110-141	Legal Services	\$ 17,615.00	\$	35,000.00	\$ 17,385.00	50%	
1000-110-211	OPERS -Clerk Employer Share	\$ 1,744.11	\$	2,432.00	\$ 687.89	72%	
1000-110-213	Clerk - Medicare Employer	\$ 185.45	\$	254.00	\$ 68.55	73%	
1000-110-221	Medical Benefits	\$ 160,167.87	\$	272,056.00	\$ 111,888.13	59%	
1000-110-223	Dental	\$ 6,207.08	\$	15,309.00	\$ 9,101.92	41%	
1000-110-230	Workers Compensation	\$ 18,406.60	\$	18,000.00	\$ (406.60)	102% incl. true up pyn	nt.
1000-110-259	Employee Travel Expense	\$ -	\$	-	\$ -	0%	
1000-110-312	State Examiner Fees	\$ 315.70	\$	2,000.00	\$ 1,684.30	16%	
1000-110-313	UAN Fees	\$ 2,628.00	\$	4,000.00	\$ 1,372.00	66%	
1000-110-314	Auditor/Treasurer Fees	\$ 25,319.23	\$	30,000.00	\$ 4,680.77	84%	
1000-110-360	Payroll Service	\$ 6,893.13	\$	13,000.00	\$ 6,106.87	53%	
1000-110-381	Insurance - Vehicle & Liability	\$ 23,496.00	\$	25,000.00	\$ 1,504.00	94%	
1000-110-519	Dues/Fees/Subscriptions	\$ 3,835.26	\$	5,000.00	\$ 1,164.74	77%	
1000-110-840	Bank Charges	\$ 7.94	\$	50.00	\$ 42.06	16%	
DISTRICT BUILDINGS & GR	<u>OUNDS</u>				\$ -		
					\$ -		
1000-120-259	Reimbursements	\$ 165.97	\$	200.00	\$ 34.03	83%	
1000-120-329	<b>Building Maintenance &amp; Supplies</b>	\$ 14,878.00	\$	27,000.00	\$ 12,122.00	55%	
1000-120-341	Cable Fees	\$ 2,623.83	\$	4,700.00	\$ 2,076.17	56%	
1000-120-351	Gas/Electric	\$ 23,908.66	\$	35,000.00	\$ 11,091.34	68%	
1000-120-352	Water	\$ 4,497.94	\$	7,600.00	\$ 3,102.06	59%	
1000-120-341	Telephone Expenses	\$ 7,220.26	\$	9,000.00	\$ 1,779.74	80%	
1000-120-410	Office Supplies	\$ 1,933.46	\$	6,000.00	\$ 4,066.54	32%	
1000-120-420	Computer Expenses	\$ 6,673.46	\$	16,000.00	\$ 9,326.54	42%	
1000-120-790	Capital Outlay	\$ 4,500.00	\$	5,000.00	\$ 500.00	90%	
FIRE PROTECTION							
1000-220-190	Salaries Full Time	\$ 534,934.99	\$	706,253.00	\$ 185,696.58	78%	
	ODJFS	\$ 14,378.57					
	Part Time	\$ 413,859.92	\$	550,000.00	\$ 136,140.08	75%	
1000-220-214	Volunteer FF Dependents Fund	\$ 150.00	\$	150.00	\$ -	100%	
1000-220-212	FICA - Employer	\$ 25,598.69	\$	42,075.00	\$ 16,476.31	61%	
1000-220-213	Medicare Employer	\$ 13,900.48	\$	18,216.00	\$ 4,315.52	76%	
1000-220-215	PFDPF Employer Share	\$ 125,929.83	\$	169,501.00	\$ 43,571.17	74%	
1000-220-251	Uniform/Tool/Equipment Reimburse.				\$ -		
1000-220-360	Communications						
	Dispatch Fees	\$ 4,140.00	\$	25,700.00	\$ 18,402.74	28%	

1000 220 420	Fire Operation	Radio Expense	\$	3,157.26						
1000-220-430	Fire Operation	Equipment Maint./Test	\$	3,804.98	Ś	40,000.00	\$	26,955.44	33%	
		Fire Equip Upgrade	\$	4,319.03	۲	10,000,00	۲	20,000111	3370	
		Hydrant Repair Misc. Fire Equipment	\$	3,245.11						
		Personal Protect. Equip. Training	\$	1,306.06						
		Uniforms	\$	369.38				, -		
.000-220-490	Vehicle Repa	irs/Maintenance/Fuel				4				
		Vehicle Repairs	\$	13,646.22	\$	75,000.00	\$	46,411.10	38%	
	-	Fuel	\$	14,942.68						
.000-220-590			\$	273.95			\$	2,226.05	11%	
1000-910-910	Fairfax Loan	Principal	\$	58,687.86	\$	82,256.76			75%	
		Interest	\$	3,004.71	\$	2,261,752.76				
otal Expense	es		<u> </u>	1,585,661.01	. •	2,201,732.70				
	ID BAL AS OF	9/30/2021	\$	991,330.14	1					
MBULANCE	& EMERGENCY MEDICAL SI									
Beginning Bal	ance 1-1-2021		\$	81,329.52						
									YTD %	
RECEIPTS				RECEIPTS		BUDGET			RECEIPTS	
281-302-000			\$	153,780.19		200,000.00			77%	
!281-101-000 !281-535-000		unty Auditor-SRF	\$ \$	532,701.11 33,978.14		515,862.00 26,052.00			103% 130%	
otal 2019 Re		ASBAILOIL - N	\$	720,459.44	•	741,914.00			150%	
	s & Beginning Bal		\$	801,788.96	•	,				
EXPENSES							\$	-		
2281-230-190	Salaries		\$	115,285.92	\$	200,000.00	\$	84,714.08	58%	Chief, 2 FFs
2281-230-213			\$	1,671.64			\$	1,228.36	58%	
2281-230-212	Auditor & Tr	eas. Fees	\$	4,909.86	\$	5,000.00	\$	90.14	98%	
2281-230-215	PFDPF			27 669 62	۲.	40,000,00	٨	20 224 20		
2281-230-213 2281-230-420		•	\$ \$	27,668.62 16,654.09		48,000.00 18,000.00	\$	20,331.38 1,345.91	58%	have \$3K credit
2281-230-519			Y	10,054.05	Y	10,000.00	\$		3370	with Bethesda
2281-230-430	_				\$	-	\$	-		
2281-230-810	Bond Princip	al			\$	270,000.00	\$	270,000.00	0%	
2281-230-830	Bond Interes	t	\$	171,122.50	\$	222,459.00	\$	51,336.50	77%	
Total Expesne			\$	337,312.63	\$	766,359.00			44%	
AMB. & EMER	RG. SERVICES BAL AS OF	9/30/2021	\$	464,476.33						
DEBT SERVICE										•
	=  ance 1-1-2021		\$	1,743.08						
			*	2,7 10100						
RECEIPTS										
3101-911-000	0 Bond Subsid	y Payment	\$	56,478.98	\$	117,263.00			48%	
Fotal Receipts	s & Beg. Bal.		\$	58,222.06	\$	117,263.00			0%	
·	_				•	,				
EXPENSES		•								
3101-810-830	Bond Subsid	y - pa <b>y</b> towards interest			\$	117,263.00			0%	
	SES		\$	-	\$	3,145,374.76			0%	
TOTAL EXPEN										
	ALANCE AS OF	9/30/2021	\$	58.222.06	1					
DEBT SERV. B.	ALANCE AS OF	9/30/2021	\$	58,222.06	<u> </u>			· · · · · · · · · · · · · · · · · · ·		•
DEBT SERV. B		9/30/2021	<b>\$</b> \$	<b>58,222.06</b> 991,330.14	<u>l</u>		·			
DEBT SERV. B.	CES General Fire & EMS Fund - SRF	9/30/2021		· · · · · · · · · · · · · · · · · · ·	1					
FUND BALAN	CES General	9/30/2021	\$	991,330.14	<u></u>		<del></del>			

Register: Bank

From 09/01/2021 through 09/30/2021

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	<u>C</u> _	Deposit	Balance
09/01/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	379.93	1,722,668.27
09/01/2021		Ohio Bureau Of Wor	Workers' Compensation	Policy 39315	930.46		`-	1,721,737.81
09/01/2021	EFT	House Fund	-split-	8/11/2021	10.00			1,721,727.81
09/01/2021	EFT	Anthem Blue Cross	-split-	Sept 2021	16,263.98			1,705,463.83
09/01/2021	EFT	Navia	Medical	T. P. T. T.	675.61			1,704,788.22
09/02/2021	ĎЕР	PNC Bank	EMS Reimbursements	Deposit		X	181.60	1,704,969.82
09/02/2021	EFT	Navia	Medical		897.40			1,704,072.42
09/03/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	374.45	1,704,446.87
09/06/2021	19817	Wright Brothers, Inc.	-split-	PO 245-2021	240.50	X		1,704,206.37
09/06/2021	19818	Verizon Wireless	-split-	PO 246-2021	551.91	X		1,703,654.46
09/06/2021	19819	Ambulance Maintena	-split-	PO 247-2021	530.33	X		1,703,124.13
09/06/2021	19820	Dinsmore & Shohl	-split-	PO 248-2021	5,175.00	X	:	1,697,949.13
09/06/2021	19821	Bound Tree Medical	-split-	PO 249-2021	662.84	X		1,697,286.29
09/06/2021	19822	Aladtec, Inc.	-split-	PO 250-2021	1,861.00			1,695,425.29
09/06/2021	19823	Board of County Co	-split-	PO 251-2021	460.00	X	•	1,694,965.29
09/06/2021	19824	911 Fleet and Fire E	Vehicle Maint.	PO 252-2021	139.42	X		1,694,825.87
09/06/2021	19825	PNC Bank	Bldg. Maint.	PO 253-2021	117.95	X		1,694,707.92
09/06/2021	19826	Enquirer Media	-split-	PO 254-2021	151.96	X		1,694,555.96
09/06/2021	19827	Spectrum	-split-	PO 255-2021	316.96	X		1,694,239.00
09/06/2021	19828	Rumpke	Bldg. Maint.	PO 256-2021	7.50	X		1,694,231.50
09/06/2021	19829	superior Janitor Supply	-split-	PO 257-2021	395.72	X	i	1,693,835.78
09/06/2021	19830	Scherzinger Pest Con	Bldg. Maint.	PO 203-2021	37.00	X		1,693,798.78
09/06/2021	19831	Bethesda Healthcare,	-split-	PO 259-2021	584.00	X		1,693,214.78
09/06/2021	19832	Mobilcomm	Radio Maint.	PO 260-2021	160.00			1,693,054.78
09/06/2021	19833	Cincinnati Water Wo	Utilities	PO 261-2021	318.03	X		1,692,736.75
09/06/2021	19834	The Standard	-split-	PO 261-2021	42.30	X		1,692,694.45
09/06/2021	19835	Cintas Fire 636525	Equipment Testing	PO 262-2021	350.99	X		1,692,343.46
09/06/2021	19836	Duke Energy	-split-	PÓ 263-2021	1,172.30	X		1,691,171.16
09/06/2021	19837	Great America Finan	-split-	PO 213-2021	145.00	X		1,691,026.16
09/06/2021	19838	Schindler Elevator C	Bldg. Maint.	PO 264-2021	125.99	X		1,690,900.17
09/06/2021	19839	Cincinnati Door and	-split-	PO 265-2021	450.00	X		1,690,450.17
09/06/2021	19840	AFLAC	-split-	Acct. DUS42	496.34	X		1,689,953.83
09/06/2021	19841	Ace Hardware	Bldg. Maint.	PO 267-2021	25.47	X		1,689,928.36
09/06/2021	19842	CFS Inspections	-split-	PO 267-2021	257.60	X		1,689,670.76
09/06/2021	19843	monroe Mechanical	-split-	PO 268-2021	381.75	X		1,689,289.01
09/07/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	372.61	1,689,661.62
09/07/2021	EFT	Fuelman	Fuel Expense	online pay PO	1,772.40	X		1,687,889.22
09/07/2021	EFT	Navia	Medical		25.00	X		1,687,864.22
09/08/2021	EFT	House Fund	Payroll Expense	9/8/2021	120.76	X		1,687,743.46
09/08/2021	EFT	AXA Equitable	-split-	9/8/2021	711.00	X		1,687,032.46

Register: Bank

From 09/01/2021 through 09/30/2021

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	<u>C</u> _	Deposit	Balance
09/08/2021	EFT	Navia	Medical		14.57	v		1,687,017.89
09/08/2021	EFT	Paycor	Payroll Service		413.52			1,686,604.37
09/08/2021	Memo	Net Payroll 9/8/2021	Payroll Expense		42,894.69			1,643,709.68
09/08/2021	EFT19	941 Electronic Funds	-split-		13,436.00			1,630,273.68
09/08/2021	19844	SBG-VAA	-split-	ID 0060009505	150.00			1,630,123.68
09/08/2021	19845	Little Miami Professi	Payroll Expense	9/8/2021	280.00	11		1,629,843.68
09/09/2021	DEP18	PNC Bank	-split-	PO 253-2021	200,00	X	22.43	1,629,866.11
09/09/2021	EFT	Navia	Medical	10 200 2021	323.15			1,629,542.96
09/10/2021	DEP	PNC Bank	EMS Reimbursements	Deposit	,	X	329.55	1,629,872.51
09/10/2021	19846	Dinsmore & Shohl	Legal Expense	PO 270-2021	1,100.00			1,628,772.51
09/10/2021	19847	CBTS	Telephone	PO 271-2021	3.93			1,628,768.58
09/10/2021	19848	CINCINNATI BELL	Telephone	PO 272-2021	295.86			1,628,472.72
09/10/2021	19849	Millennium Business	-split-	PO 273-2021	28.46			1,628,444.26
09/10/2021	19850	Scherzinger Pest Con	Bldg. Maint.	PO 274-2021	37.00	X		1,628,407.26
09/10/2021	19851	PNC Bank	Bldg. Maint.	PO 275-2021	30.50			1,628,376.76
09/14/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	321.61	1,628,698.37
09/15/2021	EFT	Navia	Medical	•	112.84	X		1,628,585.53
09/16/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	442.80	1,629,028.33
09/16/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	679.58	1,629,707.91
09/16/2021	DEP19	PNC Bank	HC Auditor	PO 275-2021		X	300.59	1,630,008.50
09/16/2021	EFT	Navia	Medical		65.14	X		1,629,943.36
09/20/2021	EFT	Dental Care Plus	-split-	PO 226-2021	442.06	X		1,629,501.30
09/20/2021	EFT	Keith Faber, Ohio A	UAN Fees	IPA Quality Re	876.00	X		1,628,625.30
09/21/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	309.41	1,628,934.71
09/21/2021	DEP	PNC Bank	Payroll Expense	Deposit		X	2,405.13	1,631,339.84
09/21/2021	EFT	Police & Firemen's D	-split-		23,755.86	X		1,607,583.98
09/21/2021	EFT	OPERS	-split-		323.07	X		1,607,260.91
09/22/2021	EFT	House Fund	Payroll Expense	9/22/2021	126.26	X		1,607,134.65
09/22/2021	EFT	AXA Equitable	-split-	9/22/2021	712.75	X		1,606,421.90
09/22/2021	EFT	Navia	Medical		299.06	X		1,606,122.84
09/22/2021	EFT	Paycor	Payroll Service		218.44	X		1,605,904.40
09/22/2021	Memo	Net Payroll 9/22/2021	Payroll Expense		49,704.98	X		1,556,199.42
09/22/2021	EFT20	941 Electronic Funds	-split-		16,440.86	X		1,539,758.56
09/22/2021	19852	Little Miami Professi	Payroll Expense	9/22/2021	280.00			1,539,478.56
09/22/2021	19853	SBG-VAA	-split-	ID 0060009505	150.00	X		1,539,328.56
09/22/2021	19854	Ohio Deferred Comp	Payroll Expense		50.00			1,539,278.56
09/22/2021	19855	Verizon Wireless	-split-	PO 276-2021	29.16	X	•	1,539,249.40
09/22/2021	19856	Village of Golf Manor	-split-	PO 277-2021	1,443.51	X		1,537,805.89
09/22/2021	19857	Specialty Truck Repair	-split-	PO 278-2021	1,191.34			1,536,614.55
09/22/2021	19858	Dinsmore & Shohl	Legal Expense	PO 278-2021	2,880.00	X		1,533,734.55

Register: Bank

From 09/01/2021 through 09/30/2021 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	<u>C</u> _	Deposit	Balance
09/22/2021	19859	Bound Tree Medical	-split-	PO 279-2021	589.97	X		1,533,144.58
09/24/2021	EFT	Eye Med	-split-	Thru Oct 2021	300.66	X		1,532,843.92
09/27/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	1,018.06	1,533,861.98
09/27/2021	EFT	Ohio Bureau Of Wor	Workers' Compensation	Policy 39315	930.46	X		1,532,931.52
09/29/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	792.84	1,533,724.36
09/29/2021	EFT	Navia	Medical		81.68	X		1,533,642.68
09/30/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	675.31	1,534,317.99
09/30/2021	DEP	PNC Bank	EMS Reimbursements	Deposit		X	182.00	1,534,499.99
09/30/2021	DEP	Blue Ash Business A	-split-	void/reverse ck		X	225.00	1,534,724.99
09/30/2021	EFT	Navia	Medical		132.27	X		1,534,592.72
09/30/2021	19860	Village of Fairfax	-split-	Loan payment	20,564.19			1,514,028.53



# Little Miami Joint Fire & Rescue District House Fund Report

September 1-30	Description		thdrawal	Deposits		Balance
9/1/2021	Beginning Balance					\$450.03
9/1/2021	Service charge	\$	5.00			\$445.03
9/2/2021	House fund from district		3	\$	117.79	\$562.82
9/2/2021	House fund from district			\$	10.00	\$572.82
9/7/2021	SAMs	\$	31.68			\$541.14
9/7/2021	SAMs	\$	31.68			\$509.46
9/21/2021	Wal-Mart	\$	112.80			\$396.66
9/23/2021	House fund from district			\$	120.76	\$517.42
9/23/2021	House fund from district			\$	126.26	\$643.68
9/23/2021	SAMs	\$	134.54			\$509.14
	Ending Balance					\$509.14
					×	

#### **RESOLUTION R7-2021**

### PROVIDING FOR THE EMPLOYMENT OF AN ADDITIONAL FULL-TIME FIREFIGHTER PURSUANT TO R.C. 505.38

**WHEREAS**, the Board of Fire District Trustees (the "Board") of the Little Miami Joint Fire and Rescue District (the "District") has the power to make the appointment set forth below pursuant to R.C. 505.38; and

**WHEREAS,** the District has an immediate need for an additional full-time firefighter; and

**WHEREAS**, in accordance with the District's regular procedures, the Acting Fire Chief recommended the appointment of Troy Mirick to the position of Firefighter/Paramedic; and

**WHEREAS**, Mr. Mirick is qualified for such position under R.C. 505.38, and the Board concurs in his appointment;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Little Miami Joint Fire and Rescue District, State of Ohio that:

**SECTION I:** Troy Mirick is hereby appointed to the position of Firefighter/Paramedic.

**SECTION II**: Compensation for Mr. Mirick shall be as otherwise set forth by the Board for the applicable full-time position, including as specifically set forth in the operable Collective Bargaining Agreement (the "CBA") between the District and Little Miami Professional Fire Fighters IAFF 4380.

**SECTION III**: This Resolution does not preclude any change in employment status or rank for Mr. Mirick consistent with the CBA or Ohio law. Mr. Mirick shall be subject to the probationary period for a new hire set forth in Article XVII of the current CBA.

Passed this 20th day of October, 2021.

ATTEST:	President	
Clerk		

### **CERTIFICATE**

I hereby certify this to be a true and correct copy of Resolution R7-202	1 passed
at a meeting of the Board of Trustees of the Little Miami Joint Fire an	d Rescue
District on this 20th day of October, 2021.	

Clerk

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION & AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

Board of Trustees Rev. Code, Secs. 5705.34

The Board of Trustees of the Little Minn	AI JOINT FIRE 4 RESCUE DIST., Hamilton County, Ohio,
met in REGULAR session	on the 20th day of 0000000, 2021,
at the office of VIUNGE OF GOVE MI	MOR
with the following members present:  TRUSTUE:  Trustee:	MR. HOSON MR. LAMAR
Trustee:	MR. VANSER
Trustee:	MR. SHELTON
Trustee:	MS. TAYLOR
Trustee:	MR. VAN HORN
Trustee	moved the adoption of the following Resolution:
WHERE AS, This Board of Truste	es of in accordance with
the provisions of law has previously adopt	ted a Tax Budget for the next succeeding fiscal year
commencing January $1^{ m st}$ , $20$ $21$ ; and	

WHERE AS, The Budget Commission of Hamilton County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board and what part thereof is without, and what part within the ten-mill limitation; therefore be it

RESOLVED, By the Board of Trustees of Little Miami Joint File & Result District
Hamilton County, Ohio, that the amounts and rates, as determined by the Budget Commission in
its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said Joint District the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

## SCHEDULE A SUMMARY OF THE AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

tana kanggaran dari dari dari dari dari dari dari dari	*Amount Approved by Budget Com- mission Inside	Amount to be Derived from Levies Outside	Tangible P.P. & P.U.PP State	Gross Levy	Cou	inty Auditor's Estimate Tax Rate to be Levi	
	10M Limitation	10M Limitation	Reimbursements	Proceeds	Outside	Inside	TOTAL
GENERAL FUND Special Revenue (Debt Service) XXXX Special Revenue (Debt Service)-Newtown	0 0 0	1,945,989 339,934 0 158,560	0	1,945,989	14.05 0.00 0.00	0 0.00 0.00 0.00	14.05 0.00 0.00
TOTAL	0	2,444,483	0	1,945,989	14.05	0.00	14.05

#### SCHEDULE B LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

RRENT EXPE	NSE LEVIES	PERIOD OF TIME		Mills	Fiscal Year
horized on:	November 6, 2001	Continuing	**	2.50	353,
•	May 2, 2006	Continuing		7.25	1,199
	November 3, 2009	Continuing		2.30	380
	May 7, 2019	Continuing		2.00	300
	0	0		2.00	352
		-		0.00	•
	Transfer - Debt Service	0		0.00	· <b>-</b> 339
	0	0	•	0.00	
	0	0		0.00	
	January 0, 1900	0		0.00	
	TOTAL			14.05	1,945,
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RESOLVED,	That the Clerk of this Board be, and is he	ereby directed to certify a copy	
of this Resolution to	the County Auditor of Hamilton County		
Trustee	seconded the Resolution	and the roll being called upon	
its adoption the vote	resulted as follows:		
TUSTEE Trustee	MR. HUDSON MR. LAMMR		
Trustee	MR. LANSER		
Trustee	MR. SHELTON		
Trustee	MS. TAYLOR		
Trustee	MR. VAN HATEN		
Adopted the	loth day of OCTOBER	, 20 <u>21</u>	
Attest:	•		
1100000.	Clerk of the Board of Tru	stees of	
	Hamilton County, Ohio	FIRE & RESCUE DISTRICT	

## CERTIFICATE TO COPY ORIGINAL ON FILE

THE STATE OF OHIO, I	HAMILTON COUNTY,
i, Jennifer	Clerk of the Board of Trustees of
records of said Board are r	within and for said County, and in whose custody the files and equired by the laws of the State of Ohio to be kept, do hereby certify and copied from the original
that the foregoing is taken	and copied from the original
now on file, with said Boar	rd, that the foregoing has been compared by me with said original
document, and that the sa	me is a true and correct copy thereof.
WITNESS my sign	ature, this 20th day of OCDBER, 20 21
	Clerk of the Board of Trustees of
	Hamilton County, Ohio
A copy of this resolution must b approved by the Board of Tax A	e certified to the County Auditor before the first day of October, or at such later date as may be ppeals.
Receipt	Adopted————————————————————————————————————
	Clerk
	Filed 20
	Dusty Rhodes, Hamilton County Auditor
	By: Deputy

#### **RESOLUTION NO. 9-2021**

### AUTHORIZING THE BOARD PRESIDENT TO ENTER INTO A SERVICE AGREEMENT FOR THE CONDUCT OF EMPLOYEE BACKGROUND CHECKS

WHEREAS, the Little Miami Joint Fire & Rescue District ("District"), a safety service agency, needs to conduct employee background checks to protect the safety and welfare of the District's residents, and to protect District assets; and

WHEREAS, complying with the law pertaining to the conduct of background checks, and obtaining reliable information from such background checks, requires significant expertise; and

WHEREAS, the District, therefore, agreed in principle to retain Human Resource ProFile, Inc. ("HRP"), a local company specializing in the conduct of employee background checks and compliance with the law relating to the same; and

**WHEREAS,** for the reasons specified above, it is necessary to have that agreement in place promptly;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Little Miami Joint Fire and Rescue District that:

**SECTION I:** The President of the Board of the District is hereby authorized to enter into the Service Agreement attached hereto, subject to any non-material changes made necessary by further review or discussion.

**SECTION II:** This Resolution was adopted in open session with a majority of the District Trustees concurring thereto.

Tassed this day of October, 2021.	
	President
ATTEST:	
Clerk	

day of October 2021

Daccad this

### CERTIFICATE

a meeting of the Board of Trustees of t	nd correct copy of Resolution R9-2021 passed a he Little Miami Joint Fire and Rescue District or
this 9 day of October, 2021.	
	Clerk



#### October 14, 2021

#### WELCOME LETTER

I would like to welcome you as a new client to our growing list of happy customers. I'm sure you will find that you have made a wise choice... "When Insight is Better than Hindsight."

To assist you in communicating with us, your assigned account number will be: **MIAFD-001**. Please use this number when contacting our Client Services Department.

Enclosed, please find our Welcome Aboard Kit, which includes a Service Agreement, a Questionnaire for Clients Requesting Credit or Employment Checks, a Customer Credit Report Subscriber Agreement, our Background Check Forms, and Federal and State Required Notices. Also enclosed is a Document Receipt acknowledging that you have received the above documents. Please take a moment to sign and return this Document Receipt to HR ProFile along with your signed Service Agreement, Questionnaire for Clients Requesting Credit Checks, and Customer Credit or Employment Report Subscriber Agreement.

A copy of the Background Check Employment ProFile form, FCRA (Federal and State) Important Disclosure forms, and Arbitration Agreement must be given to all prospective employees at the time of application or prior to a background check (either in paper form or electronically, whichever you prefer).

- The Important Disclosures, as required by the FCRA and certain States to be signed by your applicant, is an acknowledgment of the applicant's notification that the prospective employer intends to perform and use background checks in its employment decision process.
- The Arbitration Agreement must be signed by your company, HRP, and the Applicant, and requires as a condition for the HRP background check that all claims for alleged violations of the FCRA or other federal, state, or local law governing background checks and their use for employment purposes, and any other disputes arising from the background check initially be arbitrated on "an individual basis" and not on a "class action basis."
- We recommend keeping all Important Disclosure and Employment ProFile forms and fully executed Arbitration Agreements on file for 7 years if the applicant is hired, 5 years if the applicant is not hired.

Invoices are posted to our secure website with email notification twice monthly and are due upon receipt. Invoices outstanding for over thirty days are subject to a 1.5% per month past due fee. Any price changes will be submitted in writing thirty days prior to effective date. Any additional charges (i.e., court fees, employment verification, education, state fees, telephone information charges, etc.) incurred by HR ProFile on client's behalf will be passed on to client with regular statement.

It is our pleasure to serve you! Please let me know if you have any questions, or if I may be of any further assistance, by calling me at: 1-800-969-4300.

Sincerely, John Kidwell Account Representative



#### DOCUMENT RECEIPT

I acknowledge that on behalf of Little Miami Joint Fire & Rescue District, I have received the following documents from Human Resource ProFile, Inc.:

- (1) a Welcome Letter
- (2) a Service Agreement (with Exhibits A-Arbitration Agreement and B-Price List)
- (3) a Questionnaire for Clients Requesting Credit or Employment Checks along with a Customer Credit or Employment Report Subscriber Agreement
- (4) HR ProFile Background Check Forms, under separate cover
  - (a.) an "Employment ProFile" Form (the Authorization form)
  - (b.) an "Important Disclosure" Form (the F.C.R.A. required notice)
  - (c.) State FCRA Disclosure Forms (the CA, NY, and VT required notices)
- (5) the Federal and State Required Documents packet, containing:
  - (a.) "F.C.R.A. Adverse Action Information Kit," including "A Summary of Your Rights under the Fair Credit Reporting Act" (Attachment B)
  - (b.) "Notice to Client Users of Consumer Reports" Obligations under the FCRA
  - (c.) "California Consumer Rights" under the State of California Consumer Law
  - (d.) "New York Correction Law Article 23-A" under the State of N.Y. Consumer Law
  - (e.) "Notice to Client Users of Consumer Reports" Obligations under the State of Vermont Consumer Law Act9 V.S.A. § 2480e (1999)

<u>Please return the signed copy</u> of this **Document Receipt** along with the signed copy of the Service Agreement, Questionnaire for Clients Requesting Credit/Employment Checks and the Customer Credit Report Subscriber Agreement to:

HR ProFile, Inc. Attn: Client Services 8506 Beechmont Ave. Cincinnati, OH 45255 Ph: 800-969-4300

Fax: 513-388-4333

I understand that Human Resource ProFile will provide consumer reports and/or investigative consumer reports only if Little Miami Joint Fire & Rescue District has received the above documents and if the Arbitration Agreement has been fully executed by the Applicant/Employee, your company, and Human Resource ProFile.

Signature	Date	
Printed Name	Title	

Little Miami Joint Fire & Rescue District

#### SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made as of _	(date) by and between <u>Human</u>
Resource ProFile, Incorporated, an Ohio corporation ("HRP")	, and Little Miami Joint Fire & Rescue District
("Client").	

#### WITNESSETH:

WHEREAS, HRP is in the business of providing the occupational services required (the "Services"); and

WHEREAS, Client desires to utilize, and HRP desires to provide to Client, the Services under the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained hereinafter, the parties hereby agree as follows:

- 1. <u>Services</u>. HRP shall perform or arrange for the performance of the specific Services requested by Client from time to time.
- 2. <u>Authorization Form.</u> Client shall have each individual to be checked and/or tested by HRP execute the following standard forms provided by HRP: HRP's background screening applicant "Pre-Employment Form," "Authorization Release Form", "Important Disclosure Form", "Pre-Adverse Action Notification", and Post-Adverse Action Notification (together, the "Standard Forms," provided herewith). By signing this Agreement below, Client acknowledges receipt of, and certifies that it has reviewed, fully understands, has been advised to seek independent legal advice on the contents and effects of, such Standard Forms as they relate to the Client, HRP and the Consumer; and Client fully understands that they are standard forms that were neither drafted specifically for the client, nor on the Client's behalf. Client also acknowledges and certifies that it authorizes the use of HRP's standard Disclosure and Authorization Forms with its Consumers via HRP's On-Line Background Check Application; Client agrees to give its Consumers the Pre-Adverse and Post-Adverse Action Notifications when applicable; and Client agrees and authorizes the use of HRP's default MVR forms when applicable.

If Client wishes to use its own independently drafted disclosures, authorizations and notifications, Client must notify HRP in writing and secure HRP's approval and permission to use same prior to the use thereof in connection with HRP's Services under this Agreement. Client further certifies that it is solely liable for any modifications it makes to HRP's Standard Forms. Client understands and agrees that HRP's review and approval process should not be construed as legal advice, and Client must seek independent legal counsel regarding compliance as it relates to Client's modifications and use of such forms.

- 3. <u>Authorization</u>. Client agrees that when background information with respect to an individual is provided to HRP by telephone, modem or other electronic means, or when an individual's specimens are provided to HRP or its contractors for drug testing, the provision of such information or specimens shall constitute a representation by Client that the individual executed an Authorization Form. Notwithstanding the foregoing, Client shall provide HRP with a copy of any individual's executed Authorization Form upon HRP's request.
- 4. <u>Client's Representations, Warranties and Covenants</u>. Client represents and warrants to HRP that in the event that HRP performs any background checks under this Agreement, Client has clearly and conspicuously disclosed in writing to each individual checked by HRP that an investigative and/or consumer report may be obtained for employment purposes on that individual, that the individual has authorized the procurement of an investigative and/or consumer report in writing, and that such individual, the Client and HRP have executed the Arbitration Agreement referred to in Paragraph 5 hereof, all prior to the performance of the background check.

Client further represents and warrants that the information contained in any investigative and/or consumer report will not be used in violation of any state and/or federal FCRA, equal employment opportunity laws, or other applicable laws. Where Client requires HRP to perform Employment Credit Reports for employment purposes, Client certifies to HRP that Client has signed and agrees to all terms and conditions of the separate "Customer Credit Subscriber Agreement", and expressly agrees that when Client requests and receives an Employment Credit Report from HRP, the contents of that report will not be shared with anyone other than the subject of the report. Client will not base any adverse action in whole or part on the information contained in the investigative and/or consumer report before providing the individual [pre- and post-] adverse action letters, a copy of the report, and a summary of the individual's rights under the Fair Credit Reporting Act and other applicable laws. By submitting a request for HRP to perform a background check on an individual, Client represents, warrants and covenants that it has complied and will comply with the Fair Credit Reporting Act's requirements, as well as any respective state laws. Client further covenants that any drug testing provided for under this Agreement shall be used solely for Client's business purposes and shall in no way be used for personal and/or diagnostic use. The drug testing and any information contained in the results

thereof shall not be used in violation of the Americans with Disabilities Act or any other applicable laws. Client shall not bill or seek compensation from Medicare, Medicaid or any other governmental payor for the Services provided herein.

- 5. Arbitration Agreement. Client hereby authorizes HRP to sign on its behalf, and Client shall require all Applicants/Employees for employment, who will be the subject of a HRP background check for employment purposes, to sign the Arbitration Agreement with the Client and HRP, which is attached and made a part hereof as Exhibit A. Such Arbitration Agreement requires that any claim or dispute (1) arising under the FCRA and/or federal, state or local law governing background checks for employment purposes, and/or other dispute of the Parties in any way related to a HRP background check on the Applicant/Employee, be arbitrated as set forth in the Federal Arbitration Act "on an individual basis" and not "on a class action basis." Such Arbitration Agreement further provides that the validity thereof shall be determined solely by the arbitrator(s).
- 6. <u>Limitation of HRP's Liability</u>. Client acknowledges that while HRP's business is to collect information, HRP shall not be liable to Client for any misinformation or errors that are not caused by the negligent, reckless or intentionally wrongful actions of HRP. Client has the sole responsibility to make all decisions related to information obtained from the Services. HRP'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT UNDER THIS AGREEMENT WITH RESPECT TO THE CONTRACT YEAR IN WHICH THE CAUSE OF ACTION ACCRUED.
- 7. Term. HRP and Client shall each have the right to cancel the relationship established under this Agreement with out further liability to the other party upon thirty (30) days prior written notice to the other party.
- 8. Fees. Client agrees to pay HRP for each individual processed or tested, the appropriate fee per the then current fee schedule provided by HRP and according to the terms contained in this Agreement. The prices listed on the fee schedule attached hereto as Exhibit B shall be applicable after execution of this Agreement and shall continue in effect thereafter unless changed by HRP, in its sole discretion, and submitted to Client in writing thirty days prior to effective date of such change. Any additional charges (agency, court, State/Federal Government, product-specific or 3rd-party information fees) incurred by HRP on Client's behalf will be passed on to Client with regular statement. On the 15th day of each calendar month, and at the end of each calendar month, Client will receive an invoice for the fees incurred during such period. All invoices are due within thirty (30) calendar days of receipt and are subject to an over thirty (30) day late fee of 1.5% per month, plus any reasonable costs of collection, including, without limitation, attorneys' fees. In the event that Client requests that any drug testing be performed at a laboratory other than the laboratory designated by HRP in writing, additional fees may apply. Any such request must be made in writing.

Upon the execution of this Agreement Client shall provide its valid credit card information to HRP. Client is solely responsible for ensuring that such credit card information is complete and accurate at all times. In the event that any fees invoiced still remain unpaid after 60 calendar days, HRP will automatically charge such credit card at that time for the amount 60 calendar days past due, the amount of any other invoices then past due, and for all amounts invoiced that become due for each of the next four invoice periods. Client agrees to execute all documents required from time to time during any term of this Agreement by the Client's financial institution and/or credit card company to authorize the automatic payments as set forth in this Agreement.

- 9. <u>Relationship Between the Parties</u>. HRP is an independent contractor; nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, employment, franchise, or agency between the parties.
- 10. <u>Force Majeure</u>. HRP shall not be liable for any delays or non-performance of any of its obligations arising out of causes not within HRP's reasonable control, including, without limitation, actions or decrees of governmental authorities, criminal acts of third parties, natural disasters, war, acts of God, fire, inability to obtain necessary assistance from third parties, failure of communications equipment and Client's failure to provide required information in a timely manner.
- 11. <u>Governing Law.</u> This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Ohio, excluding its conflict of law provisions. The courts located in Hamilton County, Ohio shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement.
- 12. <u>No Assignment</u>. Neither this Agreement nor any rights granted hereunder may be assigned, or otherwise transferred in whole or in part by Client, and any attempted assignment shall be void and of no effect. All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties hereto, and their successors, legal representatives, and permitted assigns.

THIS AGREEMENT, TOGETHER WITH THE AUTHORIZATION FORMS, CUSTOMER CREDIT SUBSCRIBER AGREEMENT AND EXHIBIT(S), WHICH ARE HEREBY INCORPORATED BY REFERENCE, CONTAINS THE ENTIRE AGREEMENT BETWEEN CLIENT AND HRP WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE AMENDED EXCEPT IN WRITING SIGNED BY BOTH PARTIES (EXCEPT AS PROVIDED IN SECION 8 HEREOF). THE SIGNATURES APPEARING BELOW SIGNIFY MUTUAL ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN.

Little Miami Joint Fire & Rescue District	Human Resource ProFile, Incorporated
Signature:	Signature:
Printed Name:	Printed Name:Mark Owens
Title:	Title: President
Date:	Date:

EXHIBIT A **SAMPLE** Arbitration Agreement

#### ARBITRATION AGREEMENT

#### (This Agreement cannot be altered, or else it is rendered null and void)

John Q. Public	is an applicant/employee (the "Applicant/Employee") for
employment with ABC Company	(the "Prospective Employer/Employer") and understands
that the Prospective Employer/Employer	er will request that a Background Check be performed or
him/her by Human Resource ProFile, Inco	orporated ("HRP") as a condition of employment.

For good and valuable consideration, including prospective or continued employment, the sufficiency of which is hereby acknowledged, the Applicant/Employee, Employer/Employer and HRP (hereinafter referred to individually as a "Party" and collectively as the "Parties") hereby agree that any and all claims or causes of action against a Party(ies) by another Party(ies) under the Fair Credit Reporting Act ("FCRA") or any other applicable federal or state law, whether based in tort, contract or other basis, which arises in any way from the Background Check Report, disclosures required under the FCRA or state law, any adverse action taken by the Prospective Employer/Employer or by HRP on behalf of the Prospective Employer/Employer, or any other alleged violations of federal, state or local law, shall be arbitrated by the Parties in accordance with the Federal Arbitration Act ("FAA"). Such arbitration shall take place in the county in which the Prospective Employer/Employer is located or where the prospective employment was to take place or employment took place.

The arbitration required above shall be brought "on an individual basis only" and not "on a classaction basis." The Applicant/Employee, Prospective Employer/Employer and HRP further agree that the validity of this Arbitration Agreement shall be determined solely by the arbitrator(s). HRP is executing this Agreement on behalf of itself and in its capacity as a duly authorized agent of the Prospective Employer/Employer as per the HRP Service Agreement therewith. This Agreement may be executed using electronic and/or facsimile signatures, and such signatures shall have the same force and effect as if they were original signatures, and shall be effective as of the date that it is fully executed. If any provision hereof is declared to be unenforceable, the remainder hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date set forth opposite their respective signatures.

John Q. Public	April 1, 2020
Applicant/Employee's Signature	Date
ABC Company	
(Print Name of Prospective Employer/Employer	oyer) Human Resource ProFile, Incorporated
Ву:	Ву:
HRP as its duly authorized Agent	,
Print Name: <u>Mark Owens</u>	Print Name: Mark Owens
Title: President	Title: President
Date: May 1, 2020	Date: May 1, 2020



Also serving Internationally; call for more information

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### Single County Criminal Records Check: \$10.50 + court fees fees (\*) The HR ProFile brand criminal check is a single county hand-search of County Seat court records. All

records will include Felony and Misdemeanor Convictions. This search includes Name and Address search. One county is checked based on the county of residence. Additional counties beyond the first will be an additional \$10.50 per county.

Additional \$10.00 per name search (i.e. maiden name/aliases). Please note that some county courts may charge court fees. These are additional pass-through charges and not included in the county search price. NOTE: All New York Counties will be run as a Statewide Records search, as maintained by the NY Administrative Office of the Courts.

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of correction information, and other lists and/or registries. Any derogatory information found on the National Database must be confirmed at the County level, to remain compliant with the FCRA. These additional Counties will be \$10.00 per County.

## Statewide Criminal Records Check: (charged per State) \$10.00 + State fee A search of the official State Repositories for both regulated and non-regulated industries. There are a select number of states that allow an alternative "all-county" statewide search, available upon request. Additional \$10.00 per name search (i.e. maiden name/aliases).

## 2021 Domestic Pricing Information {continued}

Moving Violation Report (MVR): (charged per State) \$5.00 + State fee A state-wide MVR from the Bureau of Motor Vehicles. State fees will be passed through where applicable. CDL verification can be added at no additional charge.
Employment History Package: (last three employers)
Education Verification: (last/highest degree earned)
Professional License Check: (charged per License)
Workers' Compensation History: (charged per State)
Credit History: \$10.00  HR ProFile will simplify the original employment credit report into categories of all accounts by collections, positive, negative, unrated, and the totals of all accounts making the information easier to read and understand.
Violent Sex Offender Search: (charged per Name) \$3.00 The US DOJ search of the National, State and Tribal public Violent Sex Offender Registries.  Additional \$1.00 per name searched (i.e. maiden name, aliases).
Federal Exclusions (OlG/GSA/OFAC package price): (charged per Name)\$ 3.00 A search of persons or entities barred or fined for Medicare/Medicaid and/or government contracts, plus known or suspected terrorists. Patriot/Global Search, FDA, and others available upon request. Additional \$1.00 per name searched (i.e. maiden name, aliases).
FACIS Search:  Level 1 - conducts a search of the sanction information as taken by the OIG, the GSA and other federal agencies. The information reported in this level meets the government's minimum requirements for sanction screening as set forth in the OIG's Compliance Program Guidance. \$3.00
Level 2 - combines the Level 1 search of the federal agencies with disciplinary action information from multiple agencies and one state of choice
Level 3 - is the most robust search option, allowing you to conduct a search of disciplinary actions taken by federal agencies as well as those taken by licensing and certification agencies in all 50 states. This is the most comprehensive search method available

#### 2021 Domestic Pricing Information {continued}

**E-Verify & I-9 Verification:**We will confirm the employment eligibility of all newly hired employees following completion of the Employment Eligibility Verification Form (I-9). (Must be completed within three days of date of hire.)

#### Adverse Action:

Adverse Action letters can be automatically generated and sent to applicant by HR ProFile. (Overnight shipments will be at an additional charge.)

Mail Notification	\$ 4.00 per Letter
Certified Mail Notification	\$10.00 per Letter

#### **Drug Testing:**

Standard urine, lab-based drug test with collection (in network) and review by our Medical Review Officer for temperature, dilutants, creatinines, and adulterants. Third party collection will be an additional charge. Special specimen collection available upon request, pricing varies.

Drug Testing, 5-Panel Standard Non-DOT (Urine based in-network collection)	\$30.00
Drug Testing, 6-Panel Standard DOT (Urine based in-network collection)	\$33.00
Drug Testing, 9-Panel Standard (Urine based in-network collection)	\$35.00
Drug Testing, 12-Panel HRP Custom <sup>‡</sup> (Urine based in-network collection)	\$45.00
Authorized 3 <sup>rd</sup> party collection fees (Urine based collection)	\$17.00
Medical Review Officer (Performed on ALL TESTS, positive & negative) In	cluded
<sup>‡</sup> The HRP Custom 12-Panel includes <b>Expanded Opioids</b> and most-abused <b>Pain</b>	killers.

#### \*NOTES:

All information is subject to availability. Any additional charges (i.e., agency, court, State/Federal Government, product-specific or 3<sup>rd</sup>-party information fees) incurred by HRP on client's behalf will be passed on to client with regular statement.

#### Ordering Options available via Phone, Fax, or Online:

- A 10% surcharge is added for all orders received and returned via Fax
- A 5% surcharge is added for all orders submitted via Fax but returned via the web
- A 50% surcharge is added for Rush Orders (A rush puts your request at the top of the list and makes your order an immediate priority. A Rush request is our best effort to return results as soon as possible but please note we cannot guarantee when we will receive information from 3<sup>rd</sup> parties such as employers, educational institutions, state repositories, etc.)



## For CLIENTS REQUESTING CREDIT or EMPLOYMENT CHECKS

ontact Name:			escue Distri	<u>ct</u> dba	
			Title:		
ontact Phone:					
ompany Mair	Phone:		<mark>Fax</mark> :		
<mark>hysical Addre</mark>	ess:				
		City		Count	y Zip
illing Address	s (if different):	treet/PO Box	City	State Coun	ty Zip
atura of Puci	ness:			Established:	
. Is the compa	ss engaged in the ny licensed or pro	oviding service	e as an attorne	ey or detective	YesNove/investigative
. Does the cor a third party	npany intend to r	esell or release No	information	from the con	sumer credit repo
	npany, or does theYes		vide credit rej	pair or credit	counseling service
. Do you have	a website? If ye	s, what is the V	WEB address:		
. Do you have number?	at least two busi	ness references	s? Company r	name, Contac	ct name, and phor
	Company Name	Co	ontact Name		Phone
	Company Name	Co	ontact Name		Phone
-	a business check is the bank name,	_			
	Bank Name	A	count Number		Phone
Do you have	e a permissible pu	rpose for obtai	ning a consu	mer report?_	
. Do you nave				C C 1'4	
	One) Employm	nent Tenancy	<u>Extensi</u>	on of Credit	
(Circle	One) <u>Employm</u> y specific facilitie		-		redit? If yes,

Human Resource ProFile, Inc.

Complete only for:	Sole Proprieto	or or	Partnership	(Circle whi	<u>ch):</u>
Owner #1 Name:					
Resident Address: _					
	Street	City	State	County	Zip
Social Security # :		Signatu	re:		
Owner #2 Name:					
Resident Address: _					
	Street	City	State	County	Zip
Social Security #:		Signatur	e:		
or <mark>Complete</mark> for Corpo	oration (or Parti	iership poss	essing a Federa	al Tax ID#):	
Officer Name:			Title		
Officer Name:			Title:		
Officer Name:			Title:		
Federal Tax ID #:					
I certify that the infor					
signature below, that this company in conn				redit report or	n owners of
Signature:			Date:		<del></del>
Print Name:			Title:		
Company Name: Lit	tle Miami Joint	Fire & Resc	ue District		
FOR INTER	NAL HRP USE	ONLY			
SALESPEOPLE					
SALESI EOI LE	QUESTIONIA				
	verified client's				
	ellow pages, othe they?				
with clien	they? t's purported bus	iness? Yes	No No	re they compa	illoic
2. Have you	verified at least	two business	references? Ye	es No	
(Is the inf 3. Have you	ormation attache called to verify t	d?) he husiness (	checking accoun	nt? Ves - 1	No
(Is the inf	ormation attache	d?)	checking accoun	.it. 1 C5 1	.10

### HR PROFILE/CUSTOMER CREDIT or EMPLOYMENT REPORT SUBSCRIBER AGREEMENT

HR ProFile has access to consumer reports from one or more consumer credit reporting agencies.

Little Miami Joint Fire & Rescue District ("Subscriber/customer") is in the business of and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").

Subscriber/customer shall request a Consumer Report for Employment Purposes pursuant to procedures proscribed by HR ProFile from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.

Subscriber/customer certifies that it will not request a consumer report for employment purposes unless:

A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, stating that a consumer report may be obtained for employment purposes;

The consumer has authorized in writing the procurement of the report; and

Information from the consumer report for employment purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

Subscriber/customer further certifies that before taking adverse action in whole or in part based on the consumer report for employment purposes, it will provide the consumer:

A copy of the consumer report for employment purposes,

A copy of the consumer's rights, in the format approved by the Consumer Financial Protection Bureau (CFPB), which notice shall be supplied to Subscriber/customer by HR ProFile, and

Any other documents required for compliance, now and in the future, by federal and/or state agencies, as relates to consumer reporting issues.

Subscriber/customer shall use consumer report for employment purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties not involved in the current employment decision.

Subscriber/customer will maintain copies of all written authorizations for a minimum of five years from the date of inquiry.

With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements that adversely affects this Agreement, HR ProFile may, upon its election, discontinue serving Subscriber/customer and cancel this agreement immediately.

Subscriber/customer will provide HR ProFile with two business references prior to requesting a consumer report, which will allow HR ProFile to make sure the subscriber has clientele.

Finally, Subscriber/Customer will provide HR ProFile with the name, address and phone number of a bank that subscriber uses, which will allow HR ProFile to make sure subscriber has a business checking account.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date and year set forth below. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document.

Stater	nent of Intent		
•	Nature of your business:		
•	Intended use of the credit reports:		
•	Anticipated monthly volume:		
•	Anticipated user group with access Regional, or National	ss to reports primarily will be (circle one): Loca	al
Little	SUBSCRIBER/CUSTOMER  Miami Joint Fire & Rescue Distric	HR PROFILE, INC.	
Signatu	ıre	Signature	
Print N	ame	Mark Owens Print Name	
Title		<u>President</u> Title	
<b>Date</b>		Date	

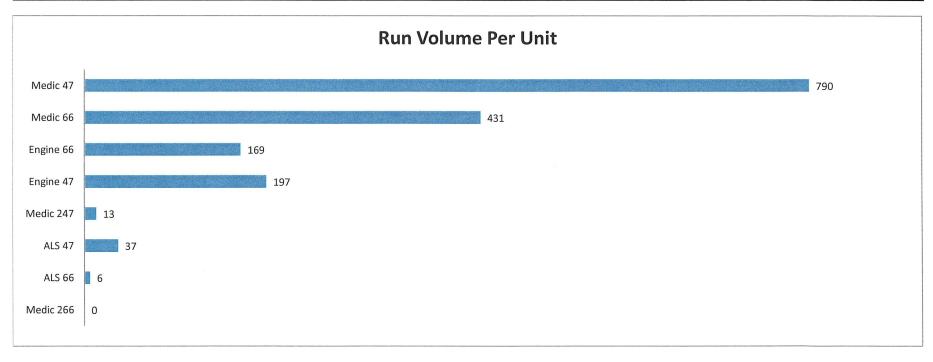




Unit	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
M47	89	84	89	83	87	80	99	89	90				790
M247	2	2	6	0	2	1	0	0	0				13
ALS47	9	4	3	3	1	3	8	6	0				37
M66	47	51	44	48	60	57	39	42	43				431
M266	0	0	0	0	0	0	0	0	0				0
ALS66	0	1	1	0	3	1	0	0	0				6
Total	147	142	143	134	153	142	146	137	133				1277
Station													
47	100	90	98	86	90	84	107	95	90				840
66	47	52	45	48	63	58	39	42	43				437
	147	142	143	134	153	142	146	137	133				1277
Mutual Aid Given						-							
47	10	7	11	6	10	7	10	8	16				85
66	3	4	1	5	11	5	3	3	7				42
Total	13	11	12	11	21	12	13	11	23				127
Mutual Aid Received													
47	5	6	8	3	1	1	8	8	0				40
66	0	0	2	0	3	1	0	0	0				6
Total	5	6	10	3	4	2	8	8	0				46

Little Miami Fire District 2021

Unit	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
E47	19	10	21	23	20	37	25	21	21				197
E66	10	14	14	18	16	30	10	30	27				169
Total	29	24	35	41	36	67	35	51	48				366
Mutual Aid Given													
47	1	2	2	4	5	5	0	6	5				30
66	2	4	2	6	7	9	3	12	9				54
Total	3	6	4	10	12	14	3	18	14				84
Mutual Aid Received													
47	4	0	5	6	3	5	3	8	2				36
66	3	3	3	0	2	3	0	3	8				25
Total	7	3	8	6	5	8	3	11	10				61



EMS	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Station 47	100	90	98	86	90	84	107	95	90				840
Station 66	47	52	45	48	63	58	39	42	43				437
Total	147	142	143	134	153	142	146	137	133				1277
Fire													
Station 47	19	10	21	23	20	37	25	21	21				197
Station 66	10	14	14	18	16	30	10	30	27				169
Total	29	24	35	41	36	67	35	51	48				366
Mutual Aid Given						- 0							
Station 47	11	9	13	10	15	12	10	14	21				115
Station 66	5	8	3	11	18	14	6	15	16				96
Total	16	17	16	21	33	26	16	29	37				211
Mutual Aid Received													
Station 47	9	6	13	9	4	6	11	16	2				76
Station 66	3	3	5	0	5	4	0	3	8				31
Total	12	9	18	9	9	10	11	19	10	4-14-66			107
									*:				
Station 47 Total Runs	119	100	119	109	110	121	132	116	111				1037
Station 66 Total Runs	57	66	59	66	79	98	49	72	70				616
LMFR Total Runs	176	166	178	175	189	219	181	188	181			14000000000000000000000000000000000000	1653

EMS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Amberley Village	1	0	1	0	0	0	0	0	1		1101		3
Anderson TWP	0	0	0	0	0	1	0	0	0				1
Cincinnati	1	1	0	1	4	2	0	0	4				13
Colum Twp-Madison Place	7	16	15	26	24	24	13	16	11				152
Colum Twp- Ridge	38	29	34	29	30	33	32	37	22				284
Colum Twp- DP/Silverton	1	0	1	0	0	0	0	0	1				3
Elmwood Place	4	3	2	3	3	0	3	4	3				25
Fairfax	31	29	23	15	25	21	20	19	22				205
Golf Manor	57	57	59	53	53	51	68	54	54				506
Maderia/Indian Hill	1	1	0	0	0	1	2	1	0				6
Mariemont	2	1	0	3	6	1	2	2	3				20
Newtown	0	0	0	0	0	0	0	0	1				1
Norwood	0	3	8	2	5	5	4	2	8				37
Reading	0	0	0	0	0	0	0	0	0				0
St. Bernard	2	0	0	0	0	1	0	0	1				4
Silverton/Deer Park	2	0	0	0	1	0	0	0	0				3
Springfield Township	0	0	0	0	0	0	0	1	0				1
Sycamore Township	0	2	0	2	2	2	1	1	2				12
Wyoming	0	0	0	0	0	0	1	0	0				1
	147	142	143	134	153	142	146	137	133				1277

Fire	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Amberley Village	0	0	0	1	0	0	0	0	0				1
Anderson TWP	0	0	0	0	0	0	0	1	0				1
Cincinnati	0	1	0	0	0	0	0	0	0				1
Colum Twp-Madison Place	2	3	6	6	3	11	3	4	6				44
Colum Twp- Ridge	6	4	10	6	5	21	15	11	11				89
Colum Twp- DP/Silverton	0	0	0	0	0	0	0	0	0				0
Elmwood Place	0	0	1	1	1	0	0	1	1				5
Fairfax	6	6	4	6	6	8	2	11	9				58
Golf Manor	12	5	11	13	10	13	12	8	8				92
Lockland	0	0	0	0	0	1	0	0	0				1
Maderia/Indian Hill	1	2	0	1	0	2	1	1	0				8
Mariemont	0	1	1	5	5	7	2	10	9				40
Newtown	0	0	1	0	1	0	0	0	0				2
Norwood	0	0	0	0	0	0	0	0	0				0
Reading	0	0	0	0	1	0	0	0	0				1
St. Bernard	0	1	0	0	0	2	0	2	4				9
Silverton/Deer Park	1	1	1	0	2	0	0	2	0				7
Springfield Township	0	0	0	0	0	2	0	0	0				2
Sycamore Township	0	0	0	2	1	0	0	0	0				3
Terrace Park	0	0	0	0	11	0	0	0	0				1
Woodlawn	1	0	0	0	0	0	0	0	0				1
Wyoming	0	0	0	0	0	0	0	1	0				1
	29	24	35	41	36	67	35	51	48				366

Total Volume Per DIST		
Amberley Village	4	0.24%
Anderson TWP	2	0.12%
Cincinnati	14	0.85%
Colum Twp-Madison Place	196	11.94%
Colum Twp- Ridge	373	22.73%
Colum Twp- DP/Silverton	3	0.18%
Elmwood Place	30	1.83%
Fairfax	263	16.03%
Golf Manor	598	36.44%
Lockland	0	0.00%
Maderia	14	0.85%
Mariemont	60	3.66%
Newtown	3	0.18%
Norwood	37	2.25%
Reading	1	0.06%
St. Bernard	13	0.79%
Silverton/Deer Park	10	0.61%
Springfield Township	3	0.18%
Sycamore Township	15	0.91%
Terrace Park	1	0.06%
Woodlawn	1	
Wyoming	0	0.00%
	1641	