

The Board of County Commissioners, Brown County, Ohio, met in regular session this December 15, 2010 with the following members present:

Mrs. Margery Paeltz, President
Mr. Ralph Jennings, Vice President
Mr. William R. Geschwind, Member

IN THE MATTER OF PREVIOUS MINUTES

Motion moved by Mr. Jennings to approve the minutes of the previous regular meeting and dispense with the oral reading.
Second: Mr. Geschwind.

ROLL CALL VOTE

Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

IN THE MATTER TO APPROVE BILLS

Motion moved by Mr. Geschwind to approve the following bills for payment. Second: Mr. Jennings.

ROLL CALL VOTE

Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

A00	COUNTY	\$ 55,047.64
B01	DOG & KENNEL	\$ 563.55
J01	REAL ESTATE ASSESSMENT	\$ 3,540.13
GG90	TREAS/PREPAYMENT FUND	\$ 115.00
C79	INTENSIVE PROBATION PROGRAM	\$ 86.12
C30	COUNTY COURT COMPUTERIZATION	\$ 932.27
A45	TRAVEL & TOURISM	\$ 1,021.44
A25	E-911 ¼% SALES TAX	\$ 2,847.51
A25A	COMM SYSTEMS UPGRADES ARRA	\$ 1,256.13
H10	CHILD SUPPORT ENFORCEMENT AGENC	\$ 756.55
A35	LAW LIBRARY RESOURCES FUND	\$ 9,658.85
C23	JUVENILE COURT SPECIAL PROJECTS	\$ 485.00
M60	FELONY DELINQ CUSTODY & CARE	\$ 1,306.00
T10	COMMUNITY DEVELOPMENT & BLOCK G	\$ 172.26
P34	SOLID WASTE DISTRICT/HB 592	\$ 25,373.85
T30	PROSECUTOR VICTIMS ASSISTANCE U	\$ 171.98
B10A	PROSECUTOR DTAC	\$ 984.53
A70	CONCEALED HANDGUN LICENSE FUND	\$ 720.00
P340	SEWER & WATER DISTRICT FUND	\$ 3,843.68
K01	AUTO & GAS	\$ 7,612.61
A90B	CHIP GRANT – 2008	\$ 300.00
H01	JOB & FAMILY SERVICES	\$ 15,863.26
S50	CHILDRENS SERVICES	\$ 9,468.63
T60	BROWN CO FAMILY/CHILDRENS FIRST	\$ 1,030.00
	TOTAL	\$143,156.99

IN THE MATTER OF APPROPRIATION
CHANGE – COUNTY GENERAL FUNDS

Motion moved by Mr. Jennings to approve the request of James L. Berry, Brown County Building Inspector, for the following appropriation changes. Decrease 6D2 (Supplies) in the amount of \$250.00 and Increase 6D7D (Other Expenses) in the amount of \$250.00. Second: Mr. Geschwind.

ROLL CALL VOTE

Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

December 15, 2010

IN THE MATTER OF CONTRACT WITH
ABCEO FOR THE TENANT BASED RENTAL
ASSISTANCE PROGRAM

Motion moved by Mr. Geschwind to enter into the following contract with Adams-Brown Counties Economic Opportunities, Inc. to operate and manage the Tenant Based Rental Assistance Program. Second: Mr. Jennings.

ROLL CALL VOTE

Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

THIS AGREEMENT, made and entered into this 15TH day of December, 2010, by and between the Brown County Board of Commissioners, hereinafter referred to as the "Grantee" and Adams-Brown Counties Economic Opportunities, Inc., a non-profit corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as "Operator";

WITNESSED: that the Grantee for itself, its successors, and assigns, and the Operator for itself, its successors, and assigns, each in consideration of the undertakings, promises and agreements promise and agree as follows:

WHEREAS, the Grantee pursuant to the authority of the State of Ohio, has an established interest in and commitment to improvement of housing in Brown County; and,

WHEREAS, The Grantee desires to enter into this agreement with the Operation for the management and operation of the Tenant Based Rental Assistance Program on behalf of Brown County Board of Commissioners, Community Housing Improvement Program. The Operator agrees as follows:

1. To prepare and update administrative policies and to submit such to the Grantee for its prior approval; and
2. To qualify applicants, to enter into agreements with tenants and landlords, conduct inspections of units, and to maintain records in conformity with Federal and State audit standards all in support of the administration of said program and with the keeping of the policies of the Grantee; and
3. To provide Grantee monthly administrative reports outlining the activities undertaken in furtherance of the Operator's responsibilities under this Contract, including time spent.
4. To provide office space, receptionist, Ohio 800 telephone lines and knowledgeable staff to manage and operate the TBRA Program, as noted above. Administration payments for such services rendered by Operator will be \$5,000 over the term of the contract. *See the attached Payment Schedule (Attachment A) for amounts to be billed quarterly for both administration and project funding*. A total of five quarterly payments will be billed to the Brown County Department of Economic Development which administers the CHIP grant for the Brown County Commissioners as indicated by Attachment A. Invoice and payments are to begin in December of 2010 with the final quarterly payment being invoiced in December 2011.
5. Operator also agrees to provide all such reports as are required for compliance with the Ohio Department of Development, Office of Housing and Community Partnerships office (ODODIOHCP) and office of Housing and Urban Development (HUD) guidelines.

WHEREAS, the Operator will administer, on behalf of the Grantee, Grantee's TBRA Program pursuant to any and all other applicable Federal, State or local laws and with the keeping of the policies of the Grantee.

The parties agree as follows:

That this contract shall begin on January 1st, 2011 and remain in effect until July 31, 2012 or until funding expires, unless sooner terminated according to the terms hereof.

That the Grantee may cancel this Contract immediately upon a determination of the Grantee that the program is being or has been administered in violation of Federal, State or local law.

That the Grantee or Operator may cancel this Contract by giving thirty (30) days written notice of its intention so to do in the event of any breach hereof by the other party.

That the Operator will comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

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IN THE MATTER OF APPROPRIATION
CHANGE – JOB & FAMILY SERVICES

Motion moved by Mr. Jennings to approve the request of David M. Sharp, Director, Job & Family Services, for the following appropriation changes. Second: Mr. Geschwind.

DECREASE
H1 – Salaries \$125,000.00
H1B – Insurance \$100,000.00
H7 – Aid for Aged \$125,000.00
H15 – Other Expenses \$ 25,000.00
H33 – Contract Services \$450,000.00

ROLL CALL VOTE
Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

IN THE MATTER OF POST CERTIFICATE –
BROWN COUNTY PROBATE/JUVENILE
COURT

Motion moved by Mr. Geschwind to approve the request of William Carkeek, Court Administrator, Brown County Probate/Juvenile Court, for a post certificate (funds not encumbered in a timely manner). Second: Mr. Jennings.

Fund	Vendor	Amount
M60-17	LYKINS OIL COMPANY	\$1,526.28

ROLL CALL VOTE
Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

IN THE MATTER OF SUPPLEMENTAL
APPROPRIATION – BROWN COUNTY
COMMUNICATION CENTER

Motion moved by Mr. Jennings to approve the request of Rob Wilson, Director, Brown County Communication Center, for a supplemental appropriation of unappropriated A25A (Communication Systems Upgrades ARRA) in the amount of \$22,472.25 into A25a-3b. Second: Mr. Geschwind.

ROLL CALL VOTE
Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

IN THE MATTER OF AGREEMENT FOR
SERVICES ZACHARY A. CORBIN FOR
LEGAL REPRESENTATION IN CHILD
SUPPORT CONTEMPT CHARGES

Motion moved by Mr. Geschwind to enter into the following agreement. Second: Mr. Jennings.

ROLL CALL VOTE
Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

AGREEMENT FOR SERVICES
BETWEEN INDEPENDENT CONTRACTOR, ZACHARY A. CORBIN,
AND BROWN COUNTY, OHIO

This Agreement is entered into by and between Brown County, Ohio (hereinafter referred to as "County"), and Zachary A. Corbin, Attorney at Law (hereinafter referred to as "Contractor"), located at 107 East Main Street, P.O. Box 269, Mt. Orab, Ohio 45154.

I. SERVICES

1. The Contractor agrees to provide legal representation for all assigned indigent persons who have child support contempt charges brought against them.

(Continued on next page)

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2. County agrees that the Contractor's independent decision shall govern the legal representation provided. The determination of eligibility for representation will conform to the criteria set forth by the State of Ohio Public Defender's Commission. Contractor further agrees to perform any other tasks reasonably necessary to promote quality legal representation of indigent individuals in criminal proceedings.

3. Contractor agrees to complete any and all cases in which representation is commenced under the terms of the Agreement. This contract does not prohibit the Contractor from withdrawing from cases due to a conflict of interest recognized by the Court or from withdrawing due to a finding of a client's ineligibility for appointed legal counsel. The Contractor has discretion to determine whether a conflict of interest between himself and a client exists and thus electing not to represent said client.

II. NON-DISCRIMINATION

1. Pursuant to O.R.e. Section 125.111, the Contractor agrees that the Contractor, or any subcontractor, and any person acting on behalf of the Contractor or subcontractor, will not discriminate by reason of race, creed, color, religion, sex, handicap, national origin or ancestry, against any citizen of this state in the employment of person qualified and available to perform work under this Agreement. The Contractor further agrees that the Contractor, any subcontractor, and any person acting on behalf of the Contractor or subcontractor, shall not, in any manner, discriminate against, intimidate or retaliate against any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, sex, age, handicap, national origin or ancestry.

III. COMPENSATION

1. In consideration for the services referred to in Section I to be performed by the Contractor, the County agrees to pay the Contractor a fee in the amount of \$4,000.00. No additional expenses are reimbursable.

2. County will issue each month a check representing one-twelfth (1/12) of the total contract amount.

IV. DURATION

1. This Agreement shall commence on January 1, 2011 and shall terminate on December 31, 2011. This Agreement may be terminated by either party upon thirty day written notice. Written notice shall be considered furnished when it is hand-delivered or when it is sent by mail.

2. This contract will be renewed unless notice is given at the end of the contract term as described in the paragraph above.

IN THE MATTER OF RESOLUTION

Motion moved by Mr. Geschwind to adopt the following Resolution. Second: Mr. Jennings.

ROLL CALL VOTE

Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

RESOLUTION 12152010

Whereas, in the decline revenues through Brown County Building Department,

Whereas, lack of new construction in Brown County,

Therefore, an abolishment of position for budgetary reasons,

Therefore, The Brown County Commissioners, will lay off the position of the Assistant Inspector of the Brown County Building Department, effective January 1, 2011.

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IN THE MATTER OF PERSONNEL – BROWN COUNTY BUILDING DEPARTMENT LAY OFF

Motion moved by Mr. Jennings to approve the lay-off of the Brown County Building Department Assistant Inspector, a classified employee. Due to the lack of new construction in Brown County, the Assistant Inspector position has been abolished due to the lack of revenue to the Brown County Building Department. Second: Mr. Geschwind.

ROLL CALL VOTE

Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

12/15/10

Commissioner Margery Paeltz, Commissioner Ralph Jennings, Gina Spiller, Brown County Health Department and Dennis Lewis, Brown County Hospital attended a Clermont County BET meeting in Clermont County, Ohio.

IN THE MATTER TO ADJOURN

Motion moved by Mr. Geschwind to adjourn this meeting with no further business before the Board this day December 13, 2010. Second: Mr. Jennings.

ROLL CALL VOTE

Mrs. Paeltz, yea
Mr. Jennings, yea
Mr. Geschwind, yea

Approval: December 20, 2010

Jean Rickey
Jean Rickey, Clerk

absent
Margery Paeltz, President

Ralph Jennings
Ralph Jennings, Vice President

William R. Geschwind
William R. Geschwind, Member

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