

Resolution

Number 22-1230

Adopted Date August 16, 2022

RESCIND RESOLUTION #22-1190 WHICH ACCEPTED THE RESIGNATION OF BRENDAN CZINEGE, WATER DISTRIBUTION WORKER III, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, the Director has indicated that Mr. Czinege no longer plans to resign his position and the Director has requested to rescind Mr. Czinege's resignation; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #22-1190 adopted August 9, 2022, which accepted the resignation of Brendan Czinege, Water Distribution Worker III within Warren County Water and Sewer Department.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Water and Sewer (file)
B. Czinege's Personnel File
OMB-Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1231

Adopted Date August 16, 2022

APPROVE PROMOTION OF DAVID BARNES TO THE POSITION OF SEWER COLLECTIONS WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Barnes has successfully completed the 150 hours of required backhoe training and is eligible to be promoted to a Sewer Collections Worker III classification; and

WHEREAS, it is the desire of the Board to promote David Barnes to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of David Barnes to the position of Sewer Collections Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$23.30 per hour, effective pay period beginning August 13, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
D. Barnes' Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1232

Adopted Date August 16, 2022

HIRE JENNIFER GUTHRIE AS WATER AND SEWER UTILITY CLERK I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Jennifer Guthrie within the Warren County Water and Sewer Department classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$17.39 per hour, under the Warren County Commissioners compensation plan, effective August 29, 2022, subject a negative drug screen, background check, and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water and Sewer (file)
J. Guthrie's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1233

Adopted Date August 16, 2022

HIRE ANGELA BARNES AS AN ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Angela Barnes, as Eligibility Referral Specialist I, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 2, \$15.34 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective September 6, 2022, subject to a negative drug screen and check and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Angela Barnes' Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1234

Adopted Date August 16, 2022

HIRE CURTIS HOLMAN AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Curtis Holman as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective September 12, 2022, at a starting rate of \$19.03 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
C. Holman's Personnel file
OMB- Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1235

Adopted Date August 16, 2022

APPROVE TEMPORARY PAY SUPPLEMENT FOR JULIE DRISCOLL,
ADMINISTRATIVE SUPPORT, WITHIN THE OFFICE OF MANAGEMENT AND BUDGET

WHEREAS, due to the additional workload within the Building and Zoning Department from the implementation of a new operation system, the Deputy County Administrator requests the pay supplement of \$1.00 per hour to be approved for Ms. Driscoll, as she is providing services to the department in addition to the Office of Management and Budget; and

NOW THEREFORE BE IT RESOLVED, to approve the pay supplement of \$1.00 per hour to Julie Driscoll effective pay period beginning August 13, 2022; and

BE IT FURTHER RESOLVED, this pay supplement for Julie Driscoll, will remain in effect until further notice and she is relieved of outside duties.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB (file)
J. Driscoll's Personnel File
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1236

Adopted Date August 16, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF TUESDAY,
SEPTEMBER 13, 2022

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Tuesday,
September 13, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

Resolution

Number 22-1237

Adopted Date August 16, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO THE OVERHEAD DOOR COMPANY OF GREATER CINCINNATI FOR THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT OVERHEAD DOOR REPLACEMENT PROJECT

WHEREAS, bids were closed at 11:00 a.m., on August 4, 2022, and the bids received were opened and read aloud for the Lower Little Miami Wastewater Treatment Plant Overhead Door Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Wojnicz, Sanitary Engineer, The Overhead Door Company of Greater Cincinnati has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to The Overhead Door Company of Greater Cincinnati, 9345 Princeton Glendale Road, Hamilton, Ohio 45011, for a total bid price of \$231,462.04; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1238

Adopted Date August 16, 2022

AUTHORIZE THE WARREN COUNTY SHERIFF TO SIGN THE CONTRACT RENEWAL WITH GUARDIAN RFID FOR THE WARREN COUNTY JAIL INMATE TRACKING SYSTEM

BE IT RESOLVED, to approve and authorize the Warren County Sheriff to sign the contract renewal with Guardian RFID for the inmate tracking system for the Warren County Jail, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Guardian RFID
Sheriff (file)



GUARDIAN RFID SYSTEM AGREEMENT RENEWAL

THIS GUARDIAN RFID SYSTEM AGREEMENT RENEWAL (the "Agreement") is entered into as of 07/28/2022 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Warren County Ohio, a body corporate and politic under the laws of the state of Ohio ("Customer"), having its principal place of business at 822 Memorial Dr., Lebanon, Ohio, 45036.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System").

WHEREAS, GUARDIAN RFID and the Customer previously entered into an agreement governing the implementation and use of the GUARDIAN RFID System (the "Prior Agreement").

WHEREAS, the Customer desires to continue using the GUARDIAN RFID System by licensing the software, purchasing the hardware and support services, and obtaining rights to use the web-based software as a service platform pursuant to this Agreement.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- (a) "Additional Modules" means modules that offer additional features to the GUARDIAN RFID and which may be purchased by the Customer either at the time of the original implementation of the GUARDIAN RFID System or during the Term of the Agreement. The list of Additional Modules available as of the Effective Date is included in Addendum A; however, new Additional Modules may become available during the Term of the Agreement as GUARDIAN RFID develops new products.
- (b) "Agreement" has the meaning provided in the recitals.
- (c) "Authorized Customer Personnel" means any Customer Personnel who need to use the GUARDIAN RFID System in the performance of their duties or collaboration with the Customer, who shall be notified by Customer of the confidentiality provisions of this contract prior to the use of the system.
- (d) "Authorized GUARDIAN RFID Personnel" means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.
- (e) "Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, the Prior Agreement, the negotiations and discussions relating to the Prior Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services, or business:
 - (i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or
 - (ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or



- (iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Agreement or the Prior Agreement.

- (f) "Customer" has the meaning provided in the recitals.
- (g) "Customer Indemnified Claim" has the meaning provided in Section **Error! Reference source not found.**
- (h) "Customer Indemnified Parties" has the meaning provided in Section **Error! Reference source not found.**
- (i) "Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Agreement.
- (j) "Customer Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations).
- (k) "Customer's Third-Party Hardware" means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.
- (l) "Customer's Third-Party Software" means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).
- (m) "Defended by GUARDIAN RFID™ Seal" has the meaning provided in Section **Error! Reference source not found.**
- (n) "Disclosing Party" means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.
- (o) "Documentation" means all documentation and other materials (including manuals, instructions, training materials, specifications, advertising brochures, promotional materials, flow charts, logic diagrams, and other support materials) relating to the operation and functionality of the GUARDIAN RFID Software and GUARDIAN RFID OnDemand.
- (p) "Effective Date" has the meaning provided in the recitals.
- (q) "Extended Term" has the meaning provided in Section 15(a).



- (r) "Force Majeure Event" means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.
- (s) "GUARDIAN RFID" has the meaning provided in the recitals.
- (t) "GUARDIAN RFID Indemnified Claim" has the meaning provided in Section 14(a).
- (u) "GUARDIAN RFID Indemnified Parties" has the meaning provided in Section 14(a).
- (v) "GUARDIAN RFID Information" means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Agreement, including, but not limited to, all Documentation.
- (w) "GUARDIAN RFID Mobile Device" has the meaning in the quote provided in Addendum A.
- (x) "GUARDIAN RFID Mobile Device Accessories" means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the GUARDIAN RFID Mobile Device, except that the term expressly excludes the GUARDIAN RFID Mobile Device Charging Station.
- (y) "GUARDIAN RFID Mobile Device Charging Station" means the charging cradle and cradle power adapter for the GUARDIAN RFID Mobile Device.
- (z) "GUARDIAN RFID OnDemand" means the web-based software as a service platform provided by GUARDIAN RFID to the Customer that is used by the Customer to access the server database that hosts the information collected by the GUARDIAN RFID System, and is identified as "Platform" under the "Product Family" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A.
- (aa) "GUARDIAN RFID Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.
- (bb) "GUARDIAN RFID Software" means the computer programs in object code form and any Updates, enhancements, modifications, revisions, additions, replacements, or conversions thereof owned by GUARDIAN RFID, and either identified as "Software" under the "Product Family" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A, installed to enable use of GUARDIAN RFID OnDemand, or subsequently licensed to the Customer. GUARDIAN RFID Software specifically excludes any Third-Party Software and the Customer's Third-Party Software.
- (cc) "GUARDIAN RFID Software Materials" means the GUARDIAN RFID Software, the media containing the GUARDIAN RFID Software and the Documentation.
- (dd) "GUARDIAN RFID System" has the meaning provided in the recitals, and includes the GUARDIAN RFID Software licensed, the GUARDIAN RFID OnDemand platform licensed for access and use, Hardware sold, Third-Party Software used, and services provided by GUARDIAN RFID to the Customer under this Agreement.
- (ee) "Hardware" means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as "Hardware" under the "Product Family"



column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.

- (ff) "Initial Term" has the meaning provided in Section 15(a).
- (gg) "Initial Term Fee" means the fee amount listed in Addendum B for use of the GUARDIAN RFID System for the first year after the Effective Date of this Agreement.
- (hh) "Inmate Data" has the meaning provided in Section 8(d).
- (ii) "Notice of Non-Conformity" has the meaning provided in Section 10(a)(ii).
- (jj) "Receiving Party" means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.
- (kk) "Receiving Party Personnel" means any employees, partners, members, owners, or affiliates of the Receiving Party.
- (ll) "Refresher Training" has the meaning provided in Section 5.
- (mm) "Renewal Fee" means a fee amount listed in Addendum B attributable to renewing the Agreement for an Extended Term.
- (nn) "Service Level Agreement" means the agreement set forth in Addendum C.
- (oo) "System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 11(b).
- (pp) "Term" means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus any Extended Term pursuant to Sections 15(a) and 15(b), or (ii) a termination of this Agreement pursuant to Sections 15(b), 15(c), or 15(d).
- (qq) "Third-Party Software" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the GUARDIAN RFID System. Third-Party Software specifically does not include the Customer's Third-Party Software.
- (rr) "Update" means any revision, enhancement, update, correction, security device, limiting device, or other modification of the GUARDIAN RFID Software (other than an Upgrade) that GUARDIAN RFID releases or provides after the Effective Date. Such term specifically excludes Upgrades.
- (ss) "Upgrade" means any commercially released version of the GUARDIAN RFID Software that GUARDIAN RFID releases after the Effective Date which adds new or changed functionalities or features to the GUARDIAN RFID Software or allows the GUARDIAN RFID Software to be compatible with another operating system, and new or enhanced products, modules, components, or applications offered by GUARDIAN RFID subsequent to the Effective Date that have a functionality similar to the GUARDIAN RFID Software.

2. LICENSE OF GUARDIAN RFID SOFTWARE MATERIALS

- (a) License Grant. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to the GUARDIAN RFID Software Materials, including any



Additional Modules selected as indicated in Addendum A and any Updates provided pursuant to Section 6(a), allowing the Customer and its Authorized Customer Personnel to use solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement, in the license amounts set forth in the "Quantity" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A. The type of license granted—agency or per device—is described in the "Product" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A. Agency licenses grant access to an unlimited number of Authorized Customer Personnel. Per device licenses grant one license per corresponding device purchased. The license granted does not grant the Customer the right to use the GUARDIAN RFID Software Materials except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the GUARDIAN RFID Software Materials, other than as specifically set forth in this Agreement. By executing this Agreement, the Customer is retroactively granted a license to any GUARDIAN RFID Software Materials used under the Prior Agreement, with such license considered effective only during the term of such Prior Agreement, subject to the same terms and conditions of the license provided by this Agreement. In no event shall the license granted to any GUARDIAN RFID Software Materials used under the Prior Agreement be deemed to be more expansive than the license granted under this Agreement.

- (b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the GUARDIAN RFID System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.
- (c) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for the GUARDIAN RFID Software provided under this Agreement, adapt the GUARDIAN RFID Software in any way, or use it to create a derivative work. GUARDIAN RFID will not be responsible in any way for performance of the GUARDIAN RFID Software if the GUARDIAN RFID has been modified, except as modified by GUARDIAN RFID.

3. USE OF THIRD-PARTY SOFTWARE

- (a) Third-Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the GUARDIAN RFID System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software. By executing this Agreement, the Customer is retroactively granted permissions to use any Third-Party Software that was part of the GUARDIAN RFID System under the Prior Agreement, with such permitted use considered effective only during the term of such Prior Agreement, subject to the same terms and conditions of the use allowed by this Agreement. In no event shall the permission to use any Third-Party Software that was part of the GUARDIAN RFID System under the Prior Agreement be deemed to be more expansive than the use allowed under this Agreement.
- (b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Agreement, adapt the Third-Party Software in any way, or use it to create a derivative work.

4. GUARDIAN RFID ONDEMAND

- (a) Grant of Access. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to access and use GUARDIAN RFID OnDemand, including in connection with any Additional Modules selected as indicated in Addendum A, solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of



this Agreement. The license granted does not grant the Customer the right to use GUARDIAN RFID OnDemand except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in GUARDIAN RFID OnDemand, other than as specifically set forth in this Agreement. GUARDIAN RFID OnDemand will interact with the Customer's existing jail management system to automatically share inmate demographic and housing assignment data. The Customer is being granted access to GUARDIAN RFID OnDemand for an unlimited number of Authorized Customer Personnel. The System Administrator will be responsible for providing and removing access to GUARDIAN RFID OnDemand for Authorized Customer Personnel. By executing this Agreement, the Customer is retroactively granted a license to access and use GUARDIAN RFID OnDemand under the Prior Agreement, with such license considered effective only during the term of such Prior Agreement, subject to the same terms and conditions of the license provided by this Agreement. In no event shall the license granted to access and use GUARDIAN RFID OnDemand under the Prior Agreement be deemed to be more expansive than the license granted under this Agreement.

(b) Restrictions on Usage.

- (i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of GUARDIAN RFID OnDemand if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.
- (ii) The Customer and any Authorized Customer Personnel may not use GUARDIAN RFID OnDemand for any purpose that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of GUARDIAN RFID OnDemand, other accounts, computer systems, or networks connected to any part of GUARDIAN RFID OnDemand through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through GUARDIAN RFID OnDemand.
- (iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate GUARDIAN RFID OnDemand; (B) disassemble, decompile, or reverse engineer the software used to provide GUARDIAN RFID OnDemand, or copy or catalog any materials or information made available through GUARDIAN RFID OnDemand other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair GUARDIAN RFID OnDemand's control or security systems, or allow or assist a third party to do so.
- (iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the GUARDIAN RFID OnDemand server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

5. TRAINING

Live online classes to introduce additional Authorized Customer Personnel to the GUARDIAN RFID System or refresh existing Authorized Customer Personnel on best practices in using the GUARDIAN RFID System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.



6. MAINTENANCE, SUPPORT, AND SERVICE LEVELS

- (a) GUARDIAN RFID Software Updates. GUARDIAN RFID will make available to the Customer all Updates. Those Updates will be provided at no additional charge to the Customer, remain the property of GUARDIAN RFID, and will be licensed to the Customer as part of the GUARDIAN RFID Software under this Agreement. Updates will be provided on an as-available basis and, subject to Section 11(h), will be installed remotely by GUARDIAN RFID at a time chosen by GUARDIAN RFID, provided that GUARDIAN RFID has communicated that time via email or telephone call to an appropriate Customer contact at least twenty-four (24) hours prior to such Update installation date. The obligation of GUARDIAN RFID to provide Updates pursuant to this Section shall not extend to Upgrades, which the Customer may purchase by executing an amendment to this Agreement pursuant to Section 19(b).
- (b) GUARDIAN RFID OnDemand Hosting and Maintenance. GUARDIAN RFID will maintain the servers necessary to host GUARDIAN RFID OnDemand, allow the GUARDIAN RFID Software to interact with GUARDIAN RFID OnDemand, and store data under this Agreement.
- (c) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the GUARDIAN RFID Software licensed under this Agreement and GUARDIAN RFID OnDemand and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. Provided that Updates to the GUARDIAN RFID Software have been made available to the Customer, no support will be provided for any earlier version of GUARDIAN RFID Software if more than thirty (30) days have elapsed since GUARDIAN RFID provided the Customer with an end of life notice for that earlier version of the GUARDIAN RFID Software. In addition, the technical support for GUARDIAN RFID OnDemand does not include support for the Customer's jail management system unrelated to GUARDIAN RFID OnDemand, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.
- (d) Service Levels. The expectations for GUARDIAN RFID OnDemand availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C.
- (e) Maintenance and Support Duration. GUARDIAN RFID will provide the maintenance and support described in this Section 6 until this Agreement expires or is terminated.

7. FEES AND PAYMENT TERMS

- (a) Fees. The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum B.
- (b) Payment Terms. GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum B and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance.
- (c) Taxes. Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the GUARDIAN RFID System or on this Agreement, excluding, however, ordinary



personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.

- (d) Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, GUARDIAN RFID Mobile Devices, GUARDIAN RFID Mobile Device Accessories, etc.) may need to be purchased by the Customer in order to continue using the GUARDIAN RFID System. In addition, the Customer may choose to purchase Additional Modules. The purchases of some Hardware (e.g., GUARDIAN RFID Mobile Devices, etc.) and Additional Modules may require the purchase of additional licenses for GUARDIAN RFID Software and Third-Party Software. In the event of additional purchases of Hardware, Additional Modules, and any corresponding licenses, the Customer shall acquire such additional Hardware, Additional Modules, and licenses directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware, Additional Modules, and corresponding licenses. The Customer will be responsible for paying amounts related to the purchases of additional Hardware, Additional Modules and corresponding licenses in accordance with the provisions of Section 7 of this Agreement. The additional purchases will be governed by the provisions of this Agreement and may also cause an increase in the Renewal Fees provided in Addendum B. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace Addendum B.
- (e) Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the GUARDIAN RFID System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

8. INTELLECTUAL PROPERTY RIGHTS

- (a) GUARDIAN RFID Intellectual Property.
 - (i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand, including all worldwide technology and intellectual property and proprietary rights.
 - (ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.
 - (iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.



- (iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.
 - (v) GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.
 - (vi) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from any GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, or any materials provided under this Agreement.
- (b) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.
 - (c) Customer Information. The Customer retains ownership of all Customer Information.
 - (d) Inmate Data. The Customer owns any inmate management, monitoring, and tracking data collected as part of the GUARDIAN RFID System ("Inmate Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data by either running a report on GUARDIAN RFID OnDemand and exporting the Inmate Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data for up to one (1) year after expiration or termination of this Agreement. Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data in spreadsheet form.

9. REPRESENTATIONS OF GUARDIAN RFID

- (a) No Infringement. GUARDIAN RFID represents to the Customer that:
 - (i) GUARDIAN RFID owns or otherwise has rights in the GUARDIAN RFID Software Materials and has the full legal right to license the GUARDIAN RFID Software Materials in accordance with this Agreement; and
 - (ii) GUARDIAN RFID has no actual knowledge that the GUARDIAN RFID Software Materials infringe or misappropriate any patent, trademark, copyright, or any trade secret or proprietary right of any person or entity.
- (b) Condition of Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, any purchased Hardware will be new and unused, and that the Customer will acquire good and clear title to such Hardware, free and clear of all liens and encumbrances.



10. WARRANTIES

- (a) GUARDIAN RFID Software.
- (i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the GUARDIAN RFID Software will operate in accordance with and otherwise conform to the Documentation, provided that (A) no party other than Authorized GUARDIAN RFID Personnel has altered any portion of the GUARDIAN RFID Software, (B) the GUARDIAN RFID Software is operated on the Hardware, and (C) the Customer has met its obligations under Section 11.
 - (ii) In the event of a claim by the Customer under this GUARDIAN RFID Software warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within thirty (30) days or as extended upon mutual agreement after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in thirty (30) days or extended upon mutual agreement, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to terminate the Agreement in accordance with the provisions of Section 15(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 15(d). In no circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.
- (b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Effective Date or (2) the date the Hardware is purchased, and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 6(c) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating a repair or replacement. Repairs and replacements may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer. Unless a specific item of Hardware is explicitly listed as being covered by a warranty in this Section 10(b), it will not be covered by any warranty except that such Hardware will be replaced if it is defective upon arrival. The Hardware warranties are as follows:
- (i) Three-Year Warranty. GUARDIAN RFID provides a complimentary, standard three-year premium care warranty that includes accident protection coverage for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that three-year warranty period. The Hardware that is covered by this three-year warranty has "Three-Year" in the "Warranty" column of the quote provided in Addendum A.
 - (ii) One-Year Warranty. GUARDIAN RFID provides a complimentary, standard one-year warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that one-year warranty period. The Hardware that is covered by this one-year warranty has "One-Year" in the "Warranty" column of the quote provided in Addendum A.
 - (iii) Useful Life Warranty. GUARDIAN RFID provides a complimentary useful life warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will



cover the cost to repair or replace that Hardware during the useful life of that Hardware. If the Hardware that is subject to the useful life warranty is no longer being manufactured, GUARDIAN RFID will replace it with a substantially similar product. The Hardware that is covered by this useful life warranty has "Useful Life" in the "Warranty" column of the quote provided in Addendum A.

- (iv) Maximum Number of Replacements. During the warranty periods set forth in this Section 10(b), each Hardware item is subject to a maximum number of replacements. The maximum number of replacements for each Hardware item during its respective warranty period will be as set forth in the quote provided in Addendum A.
- (v) Costs and Shipping and Handling. All costs associated with repairing or replacing Hardware covered by this Hardware warranty will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.
- (vi) Exclusions. The Hardware warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:
 - (A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
 - (B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.
- (vii) Manufacturer Warranties. For any other Hardware not listed above, all Hardware warranties provided by the manufacturer, if any, will be passed through to the Customer.
- (c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE GUARDIAN RFID SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE GUARDIAN RFID SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11. CUSTOMER OBLIGATIONS

- (a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.
- (b) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.



- (c) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.
- (d) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing, maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.
- (e) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the GUARDIAN RFID System that is required for the GUARDIAN RFID System to properly function.
- (f) Facility Condition. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to keep the facility in sufficient condition for operation of the GUARDIAN RFID System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.
- (g) System Configuration. The Customer will make appropriate subject matter experts available to perform GUARDIAN RFID System configuration tasks as assigned.
- (h) System Updates. The Customer will work in good faith to allow GUARDIAN RFID to timely install Updates as requested by GUARDIAN RFID.
- (i) Other Server Maintenance. Other than as provided in Section 6(b), the Customer is responsible for all general maintenance of the Customer's servers, including data backups, operating system updates, virus protection, database software updates, and other general performance of the Customer's servers.
- (j) Warranty Requests. The Customer will submit all Hardware warranty claims to GUARDIAN RFID for processing and managing, and promptly respond to any requests from GUARDIAN RFID for information or cooperation related to those warranty claims.
- (k) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the GUARDIAN RFID System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the GUARDIAN RFID System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In addition, where the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any of the Customer's Third-Party Software or the Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will be responsible for paying amounts related to those changes in accordance with the provisions of Section 7(e) of this Agreement.
- (l) Proper Use of GUARDIAN RFID System. Each of the Authorized Customer Personnel must learn proper use of the GUARDIAN RFID System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or



(3) receiving instruction on proper use of the GUARDIAN RFID System by another of the Authorized Customer Personnel who is familiar with the proper use of the GUARDIAN RFID System. The Customer acknowledges that the GUARDIAN RFID System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the GUARDIAN RFID System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 11. The failure by the Customer or the Authorized Customer Personnel to properly use the GUARDIAN RFID System or fulfill the obligations of this Section 11 may prevent records logged using the GUARDIAN RFID System from being accurate.

(m) Service Levels. The Customer is responsible for meeting its obligations set forth in the Service Level Agreement in Addendum C.

(n) Reserved.

12. CONFIDENTIALITY

(a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.

(b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:

(i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;

(ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);

(iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;



- (iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;
- (v) disclosure is required by subpoena or pursuant to a demand by any governmental authority; or
- (vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 12(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon is Section 12(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law or other applicable law, rule, or regulation pursuant to which the Disclosing Party is seeking to disclose such information.

- (c) Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.
- (d) Confidentiality Remedies. The Receiving Party acknowledges that any breach of the provisions of this Section 12 could result in immediate and irreparable injury to the Disclosing Party for which an award of money damages would be inadequate. The Receiving Party agrees, therefore, that the Disclosing Party shall have the right to seek equitable relief including an injunction to specifically enforce the terms of this Section 12, and to obtain any other legal or equitable remedies that may be available to it.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

14. LIABILITY.

- (a) Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.



15. TERM AND TERMINATION

- (a) Term. The initial term of this Agreement shall begin on the Effective Date and extend to the first anniversary of the Effective Date (the "Initial Term"). After the Initial Term, subject to Section 15(b), this Agreement will be automatically renewed for up to four (4) additional one-year (1-year) periods (each such period, an "Extended Term").
- (b) Termination for Convenience.
- (i) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or the end of any Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.
- (ii) Early Termination. This Agreement may be terminated for convenience by the Customer prior to the end of the Initial Term or any Extended Term upon sixty (60) days' notice of such early termination to GUARDIAN RFID. Such termination will be effective as of the end of the sixty (60) days' notice period.
- (c) Termination by GUARDIAN RFID for Cause.
- (i) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:
- (A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;
- (B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or
- (C) the Customer fails to comply with the terms of the license of GUARDIAN RFID Software Materials provided in Section 2, the terms of the license to access and use GUARDIAN RFID OnDemand provided in Section 4, the provisions regarding GUARDIAN RFID's intellectual property rights in Section 8(a) and 8(b), or the Confidentiality provisions of Section 12.
- (ii) GUARDIAN RFID may terminate this Agreement upon sixty (60) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Agreement not otherwise specified in Section 15(c)(i) and fails to cure such breach within such notice period.
- (d) Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 10(a)(ii) of this Agreement.



(e) Post-Termination Rights and Obligations.

- (i) Upon expiration or termination of this Agreement, the grant of the license of the GUARDIAN RFID Software Materials, the grant of access to GUARDIAN RFID OnDemand, and all other rights granted to the Customer under this Agreement will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand.
- (ii) The following shall survive the expiration or termination of this Agreement:
 - (A) The provisions of Sections 8 ("Intellectual Property Rights"), 12 ("Confidentiality"), 13 ("Limitation of Liability"), 14 ("Indemnification"), and 18 ("Non-Disparagement");
 - (B) The provisions of Section 7 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination; and
 - (C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination.

16. INSURANCE

- (a) Types of Insurance. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.
 - (i) Commercial General Liability Insurance. Occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence plus an umbrella policy of not less than \$4,000,000, for a total of \$5,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than two times the occurrence limit.
 - (ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and completed operation liability insurance with a limit not less than \$2,000,000 for each occurrence/\$2,000,000 general aggregate.
 - (iii) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
 - (iv) Workers' Compensation Insurance. Workers' compensation insurance or equivalent form with limits not less than:
 - (A) Bodily Injury by Accident: \$1,000,000 Each Accident
 - (B) Bodily Injury by Disease: \$1,000,000 Each Employee
 - (C) Bodily Injury by Disease: \$1,000,000 Policy Limit
- (b) Certificates of Insurances. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.



17. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means, and methods for fulfilling its obligations under this Agreement. GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.

18. RESERVED

19. MISCELLANEOUS

- (a) Entire Agreement. This Agreement, including its Addenda and documents or other information specifically referenced in this Agreement, constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In the event of a conflict between the Sections 1 through 19 of the Agreement and any of its Addenda, the language of Sections 1 through 19 of the Agreement will control.
- (b) Amendments. The parties may not amend this Agreement except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment unless the amendment specifies otherwise.
- (c) Change Orders. Any change orders and out-of-scope work must be agreed to by executing an amendment to this Agreement pursuant to Section 19(b).
- (d) Waiver. No provision of this Agreement will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement will operate as a waiver or estoppel of any right, remedy, or condition.
- (e) Assignment. This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. The Customer may not assign, without the prior written consent of GUARDIAN RFID, which consent will not be unreasonably withheld, the Customer's rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise, and any attempt to do so will be deemed a material breach of this Agreement.
- (f) Notice. Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement will do so in writing and will use one of the following methods of delivery:
 - (i) Delivered personally, with the notice effective upon delivery;
 - (ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or
 - (iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.



All notices shall be addressed to the parties at the addresses set forth in the recitals of this Agreement, except that either party may designate another notice address in a notice given under this Section.

- (g) Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.
- (h) Remedies. Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- (i) Construction. This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.
- (j) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (k) No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.
- (l) Force Majeure. Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the GUARDIAN RFID System under this Agreement.
- (m) Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.
- (n) Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.
- (o) Cooperative Purchasing. GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the GUARDIAN RFID System.



(p) Governing Law. The laws of the State of Ohio, without regard to Ohio's choice-of-law principles, govern all matters arising out of or related to this Agreement.



By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

GUARDIAN RFID

CUSTOMER

By: [Signature]
(signature of authorized representative)

By: [Signature]
(signature of authorized representative)

Name: Daniel Quam
Title: Director of Jail Ops
Date: 07/28/2022

Name: Larry L Sims
Title: Sheriff
Date: 8-5-2022

APPROVED AS TO FORM
[Signature]
Kathryn M. Horvath
Asst. Prosecuting Attorney



ADDENDUM A

Additional Modules (Check for those Selected):

- Facilities Manager
- Medication Manager
- Digital Video Evidence
- Operational Intelligence
- Academy by GUARDIAN RFID

* Product family categories are Platform, Software, Hardware and Professional Service.

Account Name: Warren County Sheriff's Office (OH) Created Date: 7/28/2022
 Quote Number: 00005564 Expiration Date: 8/31/2022
 Created By: Courtney Garvey

| Item | Product Family | Quantity | Sales Price | Total Price | Warranty | Max. Replacements |
|---|----------------|----------|-----------------------|-------------|------------|-------------------|
| GUARDIAN RFID® Mobile Command™ for SPARTAN™ | Software | 2.00 | \$695.00 | \$1,390.00 | N/A | N/A |
| GUARDIAN RFID® SPARTAN 3™ | Hardware | 2.00 | \$1,195.00 | \$2,390.00 | Three Year | 1 per Serial# |
| | | | Total Price | \$3,780.00 | | |
| | | | Shipping and Handling | \$32.00 | | |
| | | | Grand Total | \$3,812.00 | | |

* Each purchased "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN 3™" (the main body of the device), the GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is purchased. During the warranty period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of two replacements per GUARDIAN RFID Mobile Device. During the warranty period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be covered by warranty. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current pricing list for the Customer (a copy of which is available upon the Customer's request). The warranty and maximum replacements for those additional purchases will be as specified in the quote for the purchase of such additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories.



**ADDENDUM B
FEE PAYMENT SCHEDULE**

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

| Fee Type* | Event Occurrence | Amount |
|--|--|--------------------|
| Initial Term Fee | Additional Spartan Purchase Due upon execution of renewal | \$3,812.00 |
| Extended Term One Renewal Fee** | First-year anniversary of the Effective Date October 2023 – Annual SRF (Unless Agreement is terminated prior to renewal pursuant to Section 15) | \$18,795.00 |
| Extended Term Two Renewal Fee** | Second-year anniversary of the Effective Date October 2024 – Annual SRF (Unless Agreement is terminated prior to renewal pursuant to Section 15) | \$18,795.00 |
| Extended Term Three Renewal Fee** | Third-year anniversary of the Effective Date October 2025 – Annual SRF (Unless Agreement is terminated prior to renewal pursuant to Section 15) | \$18,795.00 |
| Modification Fee | <i>[No such modifications contemplated as of the Effective Date.]</i> | [N/A] |

* These amounts do not include any taxes.

** Renewal Fees represent the costs for renewing licenses to use the GUARDIAN RFID System for any Extended Terms and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, Renewal Fees may be increased by up to 3.5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the Initial Term or the end of any Extended Term, as applicable.



ADDENDUM C
SERVICE LEVEL AGREEMENT

1. DEFINITIONS

Except as defined in this Addendum C, all defined terms have the meaning set forth in the Agreement.

- (a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 2(d) of this Addendum C, in which the Customer has GUARDIAN RFID OnDemand Availability.
- (b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.
- (c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Agreement both inoperable and unrecoverable.
- (d) "Downtime" means those minutes during which any portion of GUARDIAN RFID OnDemand is not available for the Customer's use.
- (e) "Unscheduled Downtime" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.
- (f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID OnDemand Availability.
- (g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID OnDemand is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.
- (h) "GUARDIAN RFID OnDemand Availability" means that GUARDIAN RFID OnDemand is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.
- (i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.
- (j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID OnDemand to become operational following a Disaster.



2. GUARDIAN RFID ONDEMAND CLOUD SERVER UPTIME

(a) GUARDIAN RFID OnDemand Availability.

- (i) Attainment Target. Subject to the terms of this Addendum C, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID OnDemand Availability of one hundred percent (100%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID OnDemand Availability Attainment targets and actuals under the terms of Section 2(d) of this Addendum C.
- (ii) Calculation. The GUARDIAN RFID OnDemand Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.
- (iii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID OnDemand only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID OnDemand requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.
- (iv) Emergency Maintenance. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.
- (v) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID OnDemand Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.
- (vi) Force Majeure. In the event of a Force Majeure Event affecting the GUARDIAN RFID OnDemand Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.

(b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID OnDemand Availability.

- (i) GUARDIAN RFID will monitor GUARDIAN RFID OnDemand Availability under this Addendum C and will make commercially reasonable efforts to (A) address any GUARDIAN RFID OnDemand Availability-related issues that impact the 100% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has already occurred, promptly after it is confirmed.



- (ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.
 - (iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.
 - (iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:
 - (A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID OnDemand Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.
 - (B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID OnDemand Availability has been achieved.
- (c) Customer Responsibilities Relating to GUARDIAN RFID OnDemand Availability.
- (i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 6(c) of the Agreement.
 - (ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.



(d) GUARDIAN RFID OnDemand Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID OnDemand Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

| Target | Actual | Customer Relief |
|--------|------------|---|
| 100% | 100% – 95% | Prompt, remedial action will be taken. |
| | <95% | Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is ≥95%, or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is <95%. In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability being <95%, the Customer will be entitled to terminate the Agreement under Section 15(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID. |

3. GUARDIAN RFID ONDEMAND CLOUD SERVER RECOVERY

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Inmate Data) and continue to provide GUARDIAN RFID OnDemand at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

| | Actual | Customer Relief |
|-----|----------|---|
| RPO | ≤2 Hours | Prompt, remedial action will be taken. |
| | >2 Hours | Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 15(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID. |
| RTO | ≤4 Hours | Prompt, remedial action will be taken. |
| | >4 Hours | Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 15(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID. |

4. INCIDENT PRIORITIES, CHARACTERISTICS, AND RESOLUTION

(a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the



Customer will contact GUARDIAN RFID in accordance with Section 6(c) of the Agreement. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.

(b) Incident Priority. Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

| Priority | Characteristics Incident | Resolution Target |
|-----------------------|---|---|
| 1 Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.* | GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours. |
| 2 High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days. |
| 3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly. |
| 4 Low | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

* Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID OnDemand (excluding Internet access or Wi-Fi issues)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1239

Adopted Date August 16, 2022

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO TEMPORARY REVOCABLE LICENSE AGREEMENT WITH CITY GATE CHURCH RELATIVE TO TEMPORARY USE OF WARREN COUNTY PROPERTY

WHEREAS, this Board is in receipt of a request from City Gate Church to utilize land located within the City of Lebanon adjacent to the Warren County Water Department's Water Warehouse for a fireworks display on Sunday, September 3, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into Temporary Revocable License Agreement with City Gate Church, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL/

cc: C/A—City Gate Church
Water/Sewer (file)

Temporary Revocable License Agreement

The Board of Commissioners of Warren County, Ohio, 460 Justice Drive, Lebanon, OH 45036 (the "Licensor") grants a temporary revocable license to City Gate Church of Cincinnati, Inc., 1004 Columbus Avenue, Lebanon, OH 45036 (the "Licensee") to use the property (land only) located at 1200 Monroe Road, Lebanon, OH 45036, commonly referred to as the Warren County Water Department's Water Warehouse as more particularly described herein (the "Premises"), for the limited purpose and time, and subject to the following terms and conditions, set forth in this Agreement.

1. The temporary license is for the limited purpose of setting up and launching fireworks from Licensor's property illustrated on the attached Exhibit A and identified thereon as Acct. # 613075. All buildings, structures, or other physical apparatus are excluded from this Agreement – the agreement only grants the right to use open space/vacant land identified in Exhibit A
2. The temporary license is for the limited time of Sunday, September 3, 2022.
3. The temporary license shall not be effective until such time as the following conditions have been fully satisfied by the Licensee and evidence of such compliance is delivered to the County Administrator:
 - Licensee provides written verification to Licensor that the fireworks will be set up and launched by an insured commercial company experienced in fireworks displays; and,
 - Licensee has all permits in hand from the City of Lebanon and any other applicable governmental agency required for hosting a firework display; and,
 - Licensee has representatives from the Lebanon Fire Department on site for the event; and,
 - Licensee provides Licensor a certificate of insurance evidencing that Licensee has in effect on September 3, 2022, casualty and liability insurance coverage for special events including fireworks displays with minimum limits of Two Million Dollars (\$2,000,000.00) that names the Licensor and its officials and employees as an additional insured, and such certificate evidences such policy provides the same limits of coverage for Licensor and Licensor's premises as it provides for the primary insured and the primary insured's premises; and,
 - Licensee has this Agreement executed by its representative as authorized by a governing board or trustees.
4. Licensee shall be solely responsible for cleaning up and restoring the Premises to a reasonably close to the condition that existed prior to Licensee and its contractor entering onto the Premises.
5. Licensee acknowledges that use of the Premises may entail known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis or death to Licensee or to its third party guests and invitees. Licensee further understands that such risks are a known and accepted part of the use of the Premises due to: (i) the physical condition of the Premises; (ii) obstructions that cause safety hazards to the Premises; and, (iii) the inherent dangers of the activities described herein including but not limited to the display of fireworks. Licensee acknowledges that Licensor assumes no responsibility for Licensee or any third party contractors, guests' or invitees' medical condition, health, fitness, skill, abilities, predicting or anticipating weather, the elements or the terrain, nor for the adequacy or sufficiency of warnings or lack thereof, or appurtenances thereto.
6. Licensee expressly agrees and promises that Licensee fully knows and understands, accepts, and assumes all of the risks of the use of the Premises as stated above, and further to know and comply with all laws which may apply (for which Licensor makes no representation or warranty

that Licensee's intended use is legally permitted). Licensee's use of the Premises is at Licensee's request, and does so with full knowledge and in spite of all risks, both known and unknown.

7. Licensee voluntarily releases, waives, forever discharges, and agrees to hold harmless Licensor and its officials and employees from any and all claims, demands, or causes of action for negligent acts or omissions of Licensee and its elected officials, employees, and agents which are in any way connected with Licensee's use of the Premises due to: (i) the physical condition of the Premises; (ii) obstructions that cause safety hazards to the Premises; and, (iii) the inherent dangers of recreational activities including but not limited to the use of firearms.
8. Licensee hereby represents and warrants that Licensee will obtain or continue to procure a policy of insurance as provided in paragraph 1.
9. Licensee shall make no improvements, changes or alterations to the Premises, and shall not cause any damage or environmental hazards to the Premises.
10. Licensee irrevocably waives the right to file, and further agrees not to file or cause to be filed any claim or litigation regarding any and all matters covered by this Agreement. Licensee acknowledges that if anyone is injured, or property is damaged during Licensee's use of the Premises, that Licensee may be found by a court of law to have waived its right to maintain a lawsuit against Licensor and its elected officials, employees, agents and insurers, on the basis of any claim as such have been released herein.
11. Licensee agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
12. This agreement shall NOT be recorded, and may be revoked by Licensor should the property be needed for any governmental purpose as determined in the sole discretion of the Licensor.

The parties acknowledge and represent that each have had a sufficient opportunity to read this entire document and has prior to signing it reviewed it with the assistance of legal counsel or have elected not to review it with the assistance of legal counsel; and, each do further acknowledge and represent that they understood its contents, and shall be legally bound by its terms.

LICENSEE: [CITY GATE CHURCH]

SIGNATURE: *DJW*

NAME: DUSTAN WHITE

TITLE: Production Director

DATE: August 1, 2022

BUTLER

STATE OF OHIO, COUNTY OF ~~WARREN~~ *BUTLER*, ss:

Sworn to and subscribed before me, a Notary Public, in the said County and State, by an individual known or proven to me to be DUSTAN WHITE, the authorized representative of the Licensee in the forgoing Agreement, on this 1st day of August, 2022.

[seal]

NOTARY PUBLIC



WANDA J. GIBSON
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 09-26-24

IN EXECUTION WHEREOF, the Board of Commissioners of Warren County, Ohio, has cause this agreement to be executed on its behalf, by it's President or Vice-President, pursuant to Resolution Number 22-1239, dated August, 2022.



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

LICENSOR: [WARREN COUNTY, OHIO]

SIGNATURE: [Signature]
NAME: Tom Gussman
TITLE: President
DATE: 8.16.22

STATE OF OHIO, COUNTY OF WARREN, ss:

Sworn to and subscribed before me, a Notary Public, in the said County and State, by an individual known or proven to me to be the President or Vice-President of the Board of Commissioners of Warren County, Ohio, on this 16 day of August, 2022.



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

NOTARY PUBLIC: Krystal Lynn Powell

APPROVED AS TO FORM

[Signature]

Adam M. Nice
Asst. Prosecuting Attorney

EXHIBIT A



Resolution

Number 22-1240

Adopted Date August 16, 2022

ESTABLISH NO PARKING ZONE ON WILKENS BOULEVARD (CR 610) IN DEERFIELD TOWNSHIP ALONG THE NORTHBOUND LANE BEGINNING 500 FEET SOUTH AND ENDING 235 FEET SOUTH OF TERRA FIRMA DRIVE (TR 1557)

WHEREAS, this Board has authority to establish No Parking Zones on county roads per Section 4511.07 of the Ohio Revised Code; and

WHEREAS, Wilkens Boulevard is a major collector with two lanes and center turn lanes and a paved shoulder placed for a future extension of a northbound right turn lane beginning 500 feet south of and ending 235 feet south of Terra Firma Drive (TR 1557), and vehicles being parked in this shoulder present sight distance obstructions for westbound traffic exiting Terra Firma Drive; and

WHEREAS, it is necessary to establish a No Parking Zone on the said section of Wilkens Boulevard (CR 610) along said northbound lane to prohibit on street parking in order to permit traffic to safely exit Terra Firma Drive; and

NOW THEREFORE BE IT RESOLVED, upon the recommendation of Neil Tunison, Warren County Engineer, that this Board establish a No Parking Zone on Wilkens Boulevard in Deerfield Township along northbound lane sides of the road between 550 feet south of and ending 235 feet south of the intersection of Terra Firma Drive (TR 1557) per Section 4511.07 of the Ohio Revised Code.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Deerfield Township

Resolution

Number 22-1241

Adopted Date August 16, 2022

ENTER INTO A CONSULTING SERVICES CONTRACT FOR DESIGN ENGINEERING SERVICES WITH STRAND ASSOCIATES, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a Design Engineering Services contract with Strand Associates, Inc., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202 for the King Avenue Drainage and Sidewalk Improvements (South of Miami Street to South of Kings Court), as attached hereto and made part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Strand Associates, Inc.
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR
ENGINEERING DESIGN SERVICES
KING AVENUE DRAINAGE AND SIDEWALK IMPROVEMENTS
(SOUTH OF MIAMI STREET TO SOUTH OF KINGS COURT)**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Strand Associates, Inc., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to construct drainage and sidewalk improvements along King Avenue from approximately 200 Lin. Ft. south of Miami Street north 1300 Lin. Ft. to 120 Lin. Ft. South of Kings Ct, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Design Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Design Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Design Engineering representative for the Project as set forth below and shall give professional Design Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil and traffic engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Engineering Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **not to exceed fee of \$38,700 (Thirty-Eight Thousand and Seven Hundred Dollars)**.
 - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in Exhibit 1, attached to and made a part of this Agreement, for a **not to exceed fee of \$10,000 (Ten Thousand Dollars)**.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following: engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

| | |
|---|---|
| TO: Warren County Commissioners Attn: Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250 | Warren County Engineer's Office Attn: Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3309 |
|---|---|

Strand Associates, Inc.
Attn: Jeff Heimann, P.E.
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
Ph. 513-861-5600

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

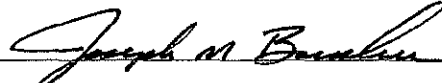
ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[the balance of this page is intentionally left blank]

SECTION 10 – EXECUTION

ENGINEER :

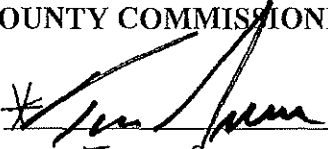
IN EXECUTION WHEREOF, Strand Associates, Inc., a Wisconsin corporation for profit, has caused this Agreement to be executed on the date stated below by Joseph M. Bunker, whose title is Corporate Secretary, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: 
PRINTED NAME: Joseph M. Bunker
TITLE: Corporate Secretary
DATE: 8/5/2022

OWNER:

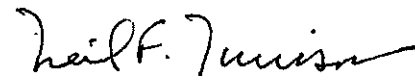
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 22-1247 dated AUGUST 16, 2022.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 8-16-22

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: 
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

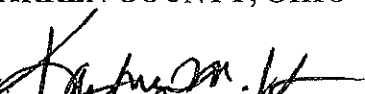
By: 
Assistant Prosecuting Attorney

Exhibit 1

King Avenue (CR 282) Storm Sewer and Sidewalk Replacement

Project Narrative

This project includes replacement of existing storm sewer and sidewalk on King Avenue from 100 feet south of King Court to 200 feet south of Miami Street. It is anticipated that the proposed storm sewer trunkline will be located outside the west edge of pavement and shall outlet behind the guardrail just south of 1535 King Avenue. Ditch grading, drive pipes, and inlet structures connecting to the trunkline will be included on the east side of the roadway.

The sidewalk on the west side of the road will be replaced at existing grade as part of this project. Minor pavement improvements, including variable depth asphalt milling and surface course, are anticipated at Church Street.

It is anticipated that the improvements described above will be implemented within the maintenance of traffic scheme for the King Avenue (CR 282) and Kings Court (TR 2442) Mini-Roundabout project adjacent to this project.

Section 1 - Base Scope of Services

Strand Associates, Inc.[®] (ENGINEER) will provide the following services to the Warren County Engineer (COUNTY ENGINEER).

1. Perform drainage analysis of the project area utilizing Ohio Department of Transportation (ODOT) drainage design software for culverts ditches and storm sewers for sizing the trunkline, size and location of ditches, and placement of inlet structures.
2. Prepare a concept plan for proposed storm sewer improvements and sidewalk replacement for review by COUNTY ENGINEER. Deliverable will include plan sheets and three cross sections.
3. Prepare a concept exhibit and mailer showing proposed drainage structures and extents of grading and sidewalk replacement. The deliverable will be a letter to the property owner and a 11"x17" plan sheet with proposed linework shown on a scaled aerial.

4. Prepare 70 percent design drawings in accordance with ODOT standards and submit design drawings to COUNTY ENGINEER in PDF format. The following drawings will be included:
 - a. Schematic Sheet
 - b. General Notes Sheet
 - c. Typical Sections (including future section for two 11-ft lanes with curb and gutter)
 - d. Storm Plan and Profile Sheets
 - e. Cross Sections (including driveway profiles as half sections)
 - f. Intersection Detail Sheet
5. Calculate quantities and develop an opinion of probable construction cost (OPCC) listing bid items, unit prices, and total cost based on the 70 percent design drawings. The OPCC will be prepared using historical and current bid data as the basis for unit prices.
6. Update the 70 percent design drawings to address one compiled set of comments from COUNTY ENGINEER.
7. Prepare 95 percent design drawings and submit design drawings to COUNTY ENGINEER in PDF format. In addition to the updated 70 percent design drawings, the following drawings will be included:
 - a. Driveway Detail Sheet
 - b. Profile Sheets for Storm Sewer Crossings (four crossings assumed)
8. Calculate quantities and develop an OPCC listing bid items, unit prices, and total cost based on the 95 percent design drawings. The OPCC will be prepared using historical and current bid data as the basis for unit prices.
9. Update the 95 percent design drawings to address one compiled set of comments from COUNTY ENGINEER.
10. Prepare final design drawings and submit design drawings to COUNTY ENGINEER in PDF format and CADD files in AutoCAD format.
11. Prepare final list of bid items and OPCC. Files will be provided in Microsoft Excel and PDF format.

12. Prepare up to four preliminary easement (stormwater) exhibits for COUNTY ENGINEER's use in discussions with property owners. Exhibits will be prepared on 8.5"x11" sheets and provided in PDF format.
13. Prepare up to four final easement (stormwater) exhibits to address one set of compiled comments from COUNTY ENGINEER. Exhibits will be prepared on 8.5"x11" sheets and provided in PDF format.
14. Prepare up to four legal descriptions. Legal descriptions will be provided in Microsoft Word and PDF format. COUNTY ENGINEER shall be responsible for acquiring all easements.

Section 2 - Additional Scope of Services

ENGINEER will provide the following additional services to the COUNTY ENGINEER if requested in writing by COUNTY ENGINEER

15. IF AUTHORIZED: If authorized in writing by a representative of the COUNTY ENGINEER, the ENGINEER will perform the services listed below. The estimated not-to-exceed fee is provided for each task.
 - a. Prepare an additional seven preliminary temporary easement exhibits, final temporary easement exhibits, and legal descriptions. - \$5,500
 - b. Modify vertical alignment of existing sidewalk as specified by COUNTY ENGINEER. Prepare detail sheet for sidewalk profile. - \$2,400
 - c. Prepare profile sheets for up to six additional storm crossings. - \$2,100

Schedule

ENGINEER will provide deliverables as listed in the Scope of Services on or before January 31, 2023.

AFFIDAVIT OF NON COLLUSION

STATE OF WISCONSIN
COUNTY OF DANE

I, Joseph M. Bunker, holding the title and position of Corporate Secretary at the firm Strand Associates, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

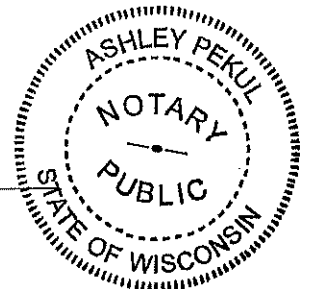
Joseph M. Bunker
AFFIRANT

Subscribed and sworn to before me this 5th day of August 20 22

Ashley Pekul
(Notary Public)

Dane County.

My commission expires 9/25 20 24



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1242

Adopted Date August 16, 2022

ENTER INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreements with the following educational institutions, as attached hereto and made part hereof:

Dental Assistant Pro
767 Columbus Avenue
Lebanon, OH 45036

Dental Assistant Academy
4845 Rialto Road
West Chester, OH 45069

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Dental Assistant Academy, 4845 Rialto Rd. West Chester Ohio, 45069**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2023. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

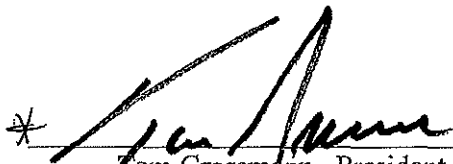
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

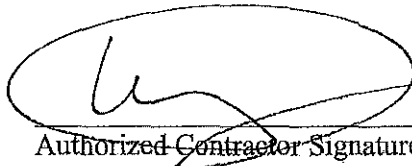
In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

* 
Tom Grossmann, President

8-16-22
Date

Contractor



Authorized Contractor Signature

7-28-22
Date

Keith Daugherty
Typed Name of Authorized Contractor

7-28-22
Date

Approved as to form:


Keith Anderson, Asst. Prosecutor
Adam M. Nice

8/9/22
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Dental Assistant Pro, 767 Columbus Avenue, Lebanon, Ohio 45036**, hereinafter referred to as "Contractor".

Purpose:

This agreement is entered into in order that the Contractor may provide occupational trainings such as Dental Assistant Training and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2023. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change

causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.

2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

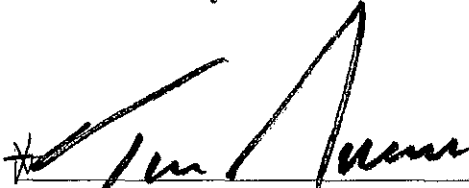
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

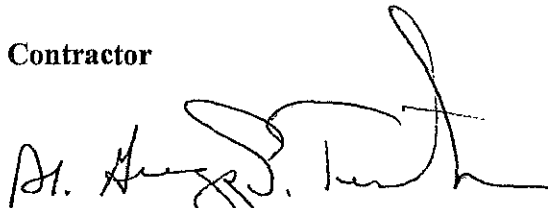
Warren County Board of Commissioners



Tom Grossmann, President

8-16-22
Date

Contractor



Authorized Contractor Signature

August 1, 2022
Date


Dr. Gregg Testerman

August 1, 2022

Typed Name of Authorized Contractor

Date

Approved as to form:



Adam Nice, Asst. Prosecutor

8/9/22
Date

Resolution

Number 22-1243

Adopted Date August 16, 2022

APPROVE PARTICIPATION IN REGION 14 GOVERNANCE STRUCTURE UNDER THE ONEOHIO MEMORANDUM OF UNDERSTANDING

WHEREAS, the Warren County, is a Local Government that has adopted and approves The OneOhio Memorandum of Understanding (“The Memorandum”), which establishes a mechanism to disburse settlement proceeds from opioid litigation into Ohio’s communities to help abate the opioid crisis, including allocations to Local Governments and Regions through a statewide Foundation; and

WHEREAS, this jurisdiction is a participant in Region 14 as established by The Memorandum; and

WHEREAS, pursuant to The Memorandum each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the statewide Foundation Board and selection of projects to be funded form the region’s regional Share; and

WHEREAS, Regions have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire Region; and

WHEREAS, it is found that the regional governance structure attached hereto has Exhibit A ensures all Local Governments in this Region have input and equitable representation regarding regional decisions under The Memorandum;

NOW THEREFORE BE IT RESOLVED, by this legislative body that:

Section 1. Subject to and effective upon the concurrence of all Local Governments (counties, cities, villages, townships) in Region 14, this legislative body hereby approves and enters into the regional governance agreement attached hereto as Exhibit B;

Section 3. It is found and determined that all formal actions of this legislative body relating to the adoption of this Resolution were adopted in an open meeting, and that all deliberations that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

Section 4. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

RESOLUTION #22-1243
AUGUST 16, 2022
PAGE 2

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

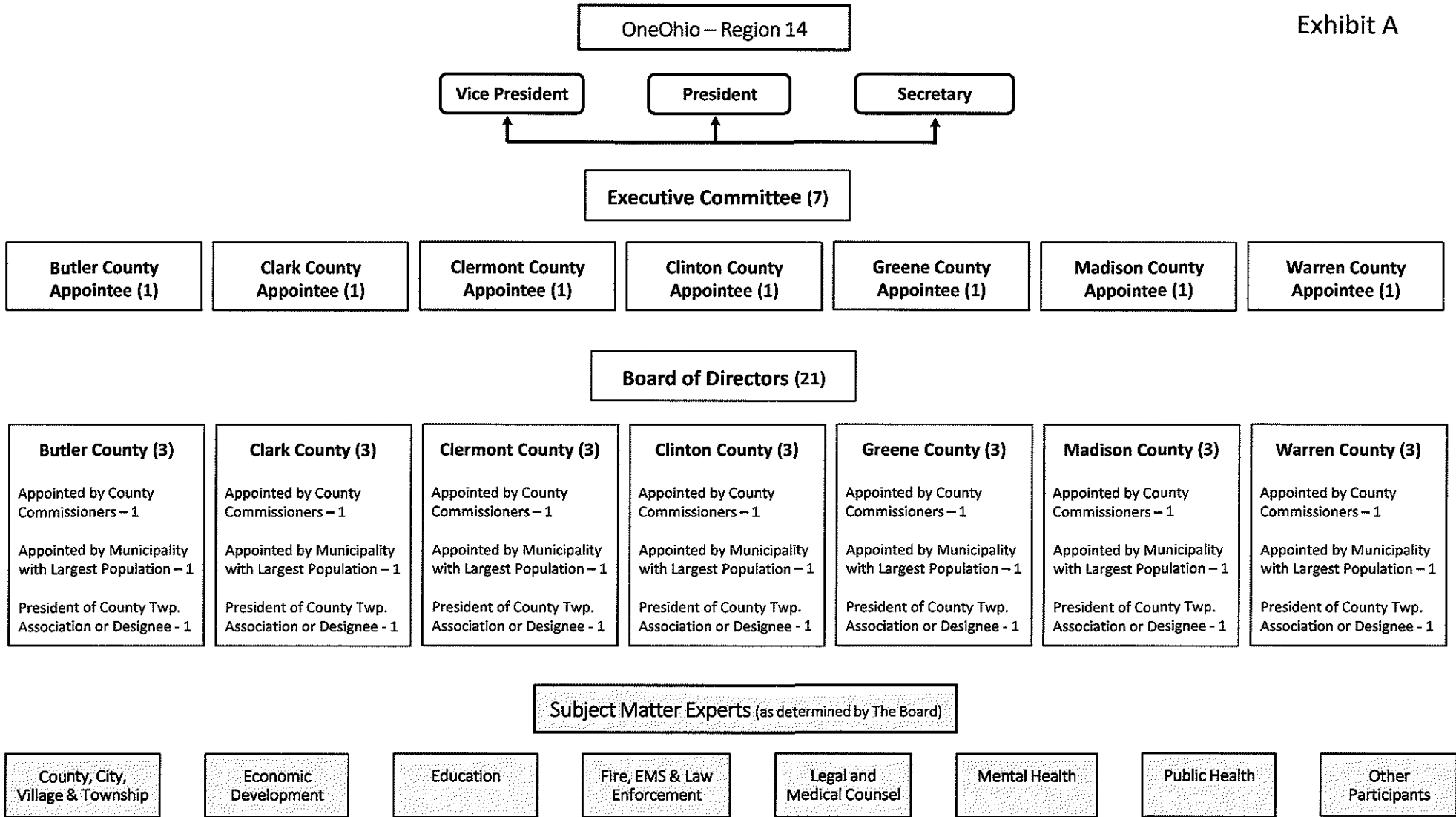
Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: Candace Miller
Commissioners file



OneOhio Region 14 Bylaws

(Butler, Clark, Clermont, Clinton, Greene, Madison, and Warren counties)

DRAFT

1. Preamble

OneOhio Region 14 was created pursuant to The One Ohio Memorandum of Understanding (“The OneOhio MOU”), and upon input of Local Governments throughout the region of Butler, Clark, Clermont, Clinton, Greene, Madison and Warren counties. The OneOhio MOU provides a mechanism for distribution of opioid settlement funds and outlines how funds can be used.

Pursuant to The OneOhio MOU, Section D.2: “Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region’s Regional Share.” The Memorandum, Section D.2, further provides: “Regions shall have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire Region.”

These Bylaws and Rules of Procedure are enacted by the OneOhio Region 14 Board of Directors to govern the actions taken by OneOhio Region 14 under The OneOhio MOU.

2. Definitions

Unless otherwise specified herein, the terms used in these Bylaws and Rules of Procedure are to be interpreted as defined in The OneOhio MOU. Further, these Bylaws and Rules of Procedure are to be construed consistent with The OneOhio MOU, which is attached hereto as **Exhibit A** and incorporated herein.

3. Name

This Region will be referred to as “OneOhio Region 14”. Its board of directors shall be referred to as “The OneOhio Region 14 Board of Directors.”

4. Purpose

These Bylaws are adopted to set forth the governing principles for OneOhio Region 14 under The One Ohio Memorandum of Understanding.

5. Powers & Duties of the Board of Directors

OneOhio Region 14 will be governed by “The OneOhio Region 14 Board of Directors” (referred to herein as the “Board”). The Board shall make regional decisions under The OneOhio MOU, including representation on the OneOhio Recovery Foundation, Inc. and selection of projects to be funded from the region’s Regional Share of Opioid Funds. The Board shall have all powers and duties necessary to carry-out the functions of OneOhio Region 14 under The OneOhio MOU, consistent with these Bylaws, including, but not limited to:

- A. Adopting or amending Region 14 bylaws, regulations, rules and policies;
- B. Selecting Region 14’s member (and alternate) on the OneOhio Recovery Foundation, Inc. Board (“Foundation Board”) under Section D.4 of The Memorandum;
- C. Evaluating and making submissions regarding the allocation of Regional funds throughout the Region;
- D. Engaging experts, counsel, consultants and vendors as appropriate for these purposes; and
- E. Taking other actions consistent with Section D.2 of The Memorandum.

OneOhio Region 14 shall not directly receive funds or contributions, or acquire, hold, or encumber real or personal property or tangible or intangible property.

6. Composition of the Board of Directors

A. Board Members

The OneOhio Region 14 governance structure will initially be comprised of a 21-member founding Board of Directors, consisting of one member from each of the following classes in each county in Region 14:

1. One member appointed by the Board of County Commissioners;
2. One member appointed by the municipality with the greatest population based on the most recent decennial census;
3. The president of the county township association or his or her designee; and such other members as are unanimously approved by the Region 14 Board members from time-to-time under these Bylaws.

To further the purposes of The OneOhio MOU, The Board shall endeavor to include participation on the Regional Board by subject matter experts from backgrounds such as health, mental health, treatment, education, judicial, law enforcement, community/faith and lived experience, and/or such other persons as the Board determines to be consistent with the objectives of The OneOhio MOU and the needs of Region 14.

B. Alternates

Each member may designate an alternate to represent such member at any Board meeting that the member's regular representative is unable to attend. The member shall notify The Board's Secretary in writing (paper or electronic) of the alternate's name and the minutes will reflect that the alternate member attended.

C. Officers

At the first annual meeting of The Board, and in its first regular meeting in each successive year, the members shall elect the following Board Executive Committee and Officers from amongst its members and upon nomination:

1. Executive Committee. The Executive Committee, between the meetings of The Board, shall have all the powers and exercise all the duties of The Board necessary or appropriate for the administration of OneOhio Region 14. The Board's Executive Committee will initially consist of seven (7) persons, including one Board member from each of the counties in OneOhio Region 14. The Local Governments in each County will select their respective appointee to the Executive Committee. The OneOhio Region 14 representative (and alternate) to The OneOhio Recovery Foundation, Inc. Board shall serve in an ex-officio, non-voting capacity on the Executive Committee.
2. President. The President will preside over regular and special meetings of The Board and may call special meetings with twenty-four (24) hour notice to all regular representatives of each member. The President will prepare agendas for each Board meeting and provide the agenda to the Secretary for distribution to other members with the meeting notice. The President will also sign correspondence and Resolutions on behalf of the Board.

3. Vice President. The Vice President shall assume the role of the President in the event of an absence or vacancy of the President. If both the President and Vice President are absent, the Board will select a presiding officer for the meeting by majority vote of those in attendance at the meeting.
4. Secretary. The Secretary shall maintain a roster of Board members and alternates, prepare and provide members with meeting notices, take minutes of The Board's meetings, and provide minutes and other records of The Board to the Administrative Agent for recordkeeping and to The Foundation Representative.

In the event no nominee receives a majority vote, the nominee receiving the greatest amount of votes shall be elected.

The officer's term shall commence at the conclusion of the meeting at which the officer is elected by the members and continue through the first regular meeting of The Board in the next even-numbered year.

The Board of Directors, by an affirmative vote of six members, may remove an officer prior to the expiration of the officer's term.

In the event of a removal or vacancy of an officer, the member of The Board who originally selected the officer shall appoint a successor for the unexpired term.

D. Committees

The Board may create one or more committees consistent with The OneOhio MOU or these Bylaws.

E. Ex Officio Members

The OneOhio Region 14 representative (and alternate) to the OneOhio Recovery Foundation, Inc. shall be an ex officio member of the OneOhio Region 14 Board, shall not be considered for quorum purposes and shall have no vote on OneOhio Region 14 Board matters.

The Board, by unanimous vote of all members, may appoint other ex officio members, who shall not be considered for quorum purposes and shall have no vote.

All ex officio members shall receive notice of meetings.

F. Terms of Office

Each Board member and each officer shall serve a term of two years on the Board, beginning at the conclusion of the Board's first regular meeting in an even-numbered year, continuing through the end of the Board's first regular meeting of the year in the next even-numbered year. There shall be no limit to the number of terms to which a person may be appointed or elected. All members and officers serve without compensation.

7. Board Member Rights and Responsibilities

A member of the Board shall perform the duties of a Board member in good faith, in a manner the Board member reasonably believes to be in, or not opposed to, the best interests of the members and Region 14, consistent with the purposes of The OneOhio MOU, and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

8. Conflicts of Interest

The Board shall adopt and maintain a conflict-of-interest policy.

9. OneOhio Recovery Foundation, Inc. Representative

The Board, by majority vote of its Board members after nomination, shall select, or affirm, if appointment has preceded, the OneOhio Region 14 representative to The OneOhio Recovery Foundation, Inc. Board ("Foundation Representative"), and any alternates. The OneOhio Region 14 Foundation Representative shall:

- A. Serve on the OneOhio Recovery Foundation, Inc. Board consistent with The OneOhio MOU, Section D;
- B. Attend Foundation meetings;
- C. Carry-out the directives of the OneOhio Region 14 Board; and
- D. Attend OneOhio Region 14 Board meetings and provide information and updates to Board members about the Foundation.

The Foundation Representative shall perform the duties in good faith, in a manner the Foundation Representative reasonably believes to be in, or not opposed to, the best interests of OneOhio Region 14, consistent with the purposes of The OneOhio MOU, and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

The Foundation Representative shall follow all conflict-of-interest policies and other policies of the Foundation and OneOhio Region 14 Board.

10. Meetings

All business of the Region 14 Board of Directors shall be conducted in meetings of the Board, which are called for that purpose after notice.

A. Regular Meetings

The Board's regular meetings shall be held on the last Wednesday of April and the last Wednesday of October each year. The time and location of the meeting will be set forth by the Board at each preceding annual meeting of The Board.

B. Special Meetings

Special meetings of the Board may be called by the President, or by any three members by written request to the President. The Secretary shall notify each member not less than 24 hours prior to the meeting of its time, place, purpose and proposed agenda.

C. Notice

Written or electronic notice of the time, place, purpose, and proposed agenda for each meeting will be given to each Board member at least 48 hours before a regular meeting and 24 hours before a special meeting.

D. Quorum

No meeting of The Board or a Committee of The Board shall be conducted without a quorum. A quorum shall exist for meetings of The Board if at least one Board member, or the member's alternate, from each county in OneOhio Region 14 is present at the meeting. A Board member is deemed to be present if attending in person or by the communications systems authorized by the Board. A quorum shall exist for meetings of the Executive Committee or any other committee of The Board if a majority of the members of such committee, or their alternate, are present. Any meeting may be adjourned by a majority vote of those present.

E. Procedure and Order of Business

The general procedure for meetings of The Board shall be in harmony with these Bylaws and principles of parliamentary procedure. The order of business at all Regular meetings of the Board shall ordinarily be as follows:

- 1st Reading and approval of the minutes from the last meeting;
- 2nd Report of the President;
- 3rd Report of the Foundation Representative;
- 4th Report of Committees, if any;
- 5th Consideration of programs, funding requests and submissions; and
- 6th Other Business.

F. Voting

All voting Board members or their alternate present shall be entitled to one vote on each matter submitted to the members for their vote.

Votes will be upon a motion, second, opportunity for discussion and roll-call and shall be recorded in the minutes.

The act of a majority of the voting Board members present at a meeting at which a quorum is present is the act of the Board, unless otherwise specified in these Bylaws.

Any vote or action may be rescinded or revoked by the same vote, consent, waiver, or release as at the time of rescission or revocation would be required to authorize or take that action in the first instance.

In the event of a tie vote, the Board President, or the member serving as the President for that meeting, shall have the tie-breaker vote.

G. Transparency and Records

The Board will operate in a transparent manner and its meetings will be open to the public. The Board may establish a method whereby any person may receive notice of the meetings.

H. Minutes

The Secretary shall take minutes of each meeting. Minutes of Board meetings will be promptly prepared, filed and maintained and shall be open for public inspection consistent with these Bylaws. The minutes shall record the time, date and location of the meeting, the Board members present, the Board members absent, the nature of the discussion, and any motions, seconds and votes taken.

Minutes shall be reviewed by the Board members at the next Regular meeting or sooner and approved or amended.

11. OneOhio Region 14 Records

The Secretary shall take charge of all records of OneOhio Region 14 and shall provide them to the Board's Administrative Agent for recordkeeping. All records of OneOhio Region 14 shall be maintained by the Administrative Agent consistent with Ohio Rev. Code Sec. 149.43.

Every Board member, and each Local Government with the Region, shall have the right to examine such records upon reasonable notice and during the regular operating hours of the Administrative Agent. The Administrative Agent may charge for copies consistent with its public records policy.

12. Administrative Agent

The Board shall appoint a Local Government in Region 14 to serve as OneOhio Region 14's Administrative Agent for purposes of keeping the records and issuing notices of the Board. If the Administrative Agent resigns from that role, it must transmit all OneOhio Region 14 records to the successor Administrative Agent.

13. Amendments

These Bylaws shall only be amended or repealed by unanimous vote of all Members at a duly called meeting of The Board for that purpose. The following procedures shall be followed for any such amendments:

- A. Any member or members proposing an amendment to these Bylaws or Rules of Procedure shall notify all members of The Board not less than seven calendar days prior to the meeting at which such amendment will be placed before The Board;
- B. Any such vote shall be by roll call, and the motion, second and vote shall be recorded in the minutes of the meeting, together with a summary of the discussion on the motion; and
- C. Amended Bylaws shall be promptly prepared and distributed to all Board members and the Administrative Agent.

14. Duration

OneOhio Region 14 will continue to exist, and these Bylaws and Rules of Procedure will continue to be in effect as from time-to-time amended pursuant to the requirements herein, until the purposes of Region 14 under The One Ohio Memorandum of Understanding have been fulfilled. Thereafter, Region 14 shall be dissolved and these Bylaws and Rules of Procedure shall cease to be in effect.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1244

Adopted Date August 16, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM CENTRAL SQUARE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR SUBSCRIPTION TO ALLOW CAD TO AUTO DISPATCH WITH AVD AS LISTED ON THE ATTACHED QUOTE Q-104693

WHEREAS, Central Square will provide subscription to allow CAD to Auto Dispatch with AVD for Warren County Telecom, as indicated on the attached quote Q-104693; and

NOW THEREFORE BE IT RESOLVED, to accept quote Q-104693 from Central Square on behalf of Warren County Telecommunications for subscription to allow CAD to Auto Dispatch with AVD as attached hereto and a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Central Square
Telecom (file)



Quote prepared on:
July 10, 2022

Quote prepared by:
Kimberly Willis
kimberly.willis@centralsquare.com

Quote #: Q-104693
Primary Quoted Solution: PSJ Enterprise
Quote expires on: December 30, 2022

Quote prepared for:
Gary Estes
Warren County
500 Justice Drive
Lebanon, OH 45036-1308
(513) 695-1810

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

| PRODUCT NAME | QUANTITY | UNIT PRICE | TOTAL |
|--|----------|-----------------------|---------------------|
| 1. Enterprise CAD Auto Dispatch (OP) Annual Subscription Fee | 1 | 5,400.00 | 5,400.00 |
| | | Software Total | 5,400.00 USD |

WHAT SERVICES ARE INCLUDED?

| DESCRIPTION | TOTAL | |
|--|-----------------------|-------------------|
| 1. Public Safety Consulting Services - Fixed Fee | 780.00 | |
| 2. Public Safety Project Management Services - Fixed Fee | 195.00 | |
| | Services Total | 975.00 USD |



Quote prepared on:
July 10, 2022

Quote prepared by:
Kimberly Willis
kimberly.willis@centralsquare.com

QUOTE SUMMARY

| | |
|--------------------------|---------------------|
| Software Subtotal | 5,400.00 USD |
| Services Subtotal | 975.00 USD |
| Quote Subtotal | 6,375.00 USD |
| Quote Total | 6,375.00 USD |

WHAT ARE THE RECURRING FEES?

| TYPE | AMOUNT |
|-------------------------------|---------------|
| FIRST YEAR MAINTENANCE TOTAL | 0.00 |
| FIRST YEAR SUBSCRIPTION TOTAL | 5,400.00 |

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:
July 10, 2022

Quote prepared by:
Kimberly Willis
kimberly.willis@centralsquare.com

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred



Quote prepared on:
July 10, 2022

Quote prepared by:
Kimberly Willis
kimberly.willis@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Warren County

Signature: *x*

Name: *Tom Grossmann*

Date: *8-16-22*

Title: *President*

APPROVED AS TO FORM

**Kathryn M. Horvath
Asst. Prosecuting Attorney**



Quote prepared on:
July 10, 2022

Quote prepared by:
Kimberly Willis
kimberly.willis@centralsquare.com

EXHIBIT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1245

Adopted Date August 16, 2022

ENTER INTO A SUBRECIPIENT AGREEMENT WITH CITY OF MASON RELATIVE TO THE MAKINO PARK IMPROVEMENT PROJECT AND THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT RESOLVED, to enter into a subrecipient agreement with The City of Mason relative to the Makino Park Improvement Project and the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds, as attached hereto and made a part hereof; said agreement to be effective upon execution.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—City of Mason
OGA (File)
T. Zindel

Inter-Governmental Agreement for the City of Mason Makino Park Improvement Project

This Inter-governmental Agreement ("Agreement") is made and entered into by and between the City of Mason, Ohio (hereinafter "Mason"), and the Warren County Board of Commissioners (hereinafter "Warren County"), effective the date of last execution below, for improvements to a public park owned and operated by Mason, known as Makino Park, that is specifically designed with specific features to serve and benefit members of the public with disabilities and special needs [hereinafter Makino Park Improvement Project].

WHEREAS, Mason acting under its authority in Sections 301.26 and 307.02 of the Ohio Revised Code desires to make certain improvements to its public park, known as Makino Park, located at 6100 Kopfler Court, Mason, Ohio 45040 [hereinafter "Makino Park"]; and seeks financial assistance in developing this community asset; and,

WHEREAS, Warren County desires to contribute financially to the Makino Park Improvement Project under its authority in Sections 301.26 and 307.02 of the Ohio Revised Code as this Makino Park Improvement Project is a much needed developmental disabilities facility that serves the whole Warren County community and beyond; and,

WHEREAS, both parties have the authority to enter into such cooperative intergovernmental agreements under the authority of Section 307.15 of the Ohio Revised Code

NOW THEREFORE, in consideration of the premises and the mutual representations and obligations contained herein, the parties hereto agree to the following:

A. SCOPE OF THE AGREEMENT.

1. Obligations of Mason.

- a) Mason shall continue to own and operate Makino Park as a public park designed with features to serve and benefit members of the public that have special needs or are developmentally disabled.
- b) Mason shall be the responsible party administering and otherwise managing all phases of the Makino Park Improvement Project, including but not limited to, the provision of insurance, engineering, design, lawfully requesting,

receiving and reviewing competitive bids, negotiation, preparation and execution of any contracts for equipment, supplies, or construction.

- c) Mason shall contribute at least \$400,000.00 to match Warren County's contribution to the Makino Park Improvement Project.

2. Obligations of Warren County.

a.) Warren County will contribute funds in the amount of \$400,000.00, to be paid to the City of Mason for the Makino Park Improvement Project.

B. TERM and TERMINATION

1) Term.

- a) This agreement will automatically conclude upon the full completion of the improvements as contemplated by this Agreement and final acceptance of those improvements by the City of Mason.

2.) Termination. Either party may terminate this agreement for convenience by providing 14 days advanced written notice to the other party. Any funds contributed by Warren County under this Agreement but not yet expended on the Makino Park Improvement Project on the date of termination shall be returned to Warren County upon termination.

C) MISCELLANEOUS.

1) Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:

- (i) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or

- (ii) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

- (iii) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or

- (b) All notices to be given to Mason pursuant to this Agreement shall be sent to the following address:

Attn. Eric Hanson, City Manager
City of Mason City Council
6000 Mason-Montgomery Road
Mason, Ohio 45040

- (c) All notices to be given to Warren County pursuant to this Agreement shall be sent at the following address:

Attn. Tiffany Zindel, County Administrator
Warren County Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036

- (d) Any Party may at any time change its designated contact person and address for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

2) Civil Right Compliance. The parties, or any of the contractors or sub-contractors at any level performing work on the Makino Park Improvement Project shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

3.) Prohibited Uses. City of Mason shall not use the funds contributed by Warren County for any purpose other than the Makino Park Improvement Project. Mason is further specifically prohibited from to deposit into a pension fund; to offset a reduction in net tax revenue caused by Mason's change in law, regulation, or administration interpretation; for non-Federal match where prohibited; to directly service debt; satisfy a judgment or settlement; nor to contribute to a rainy day or reserve fund.

4.) Record Retention and Audit. Mason agrees to maintain and provide to the County upon demand the following reports and records:

(a) Accounting and fiscal records adequate to allow the County and/or State of Ohio to audit and verify that the funds provided under this Agreement are used for the purpose(s) stated in this Agreement.

(b) Mason shall maintain all financial records and supporting documents related to the Agreement for a period of 5 years after all funds have been expended or returned, whichever is later. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, Mason shall retain the records until completion of the action and all issues which arise from it or until the end of the 5-year period, whichever is later.

5.) Relationship of the Parties. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties.

6.) Successors and Assignment. Warren County and Mason each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Agreement. Neither Warren County nor Mason shall assign or transfer its rights, interests, duties, or obligations under this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

7.) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance. The parties stipulate to exclusive jurisdiction and venue being in the Warren County Court of Common Pleas, and do further waive the right to initiate or remove any litigation arising out of this Agreement to another state or federal court.

8.) Entire Agreement. This Agreement sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

9.) Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment, their respective successors, and assigns.

D) Execution by City of Mason.

IN EXECUTION WHEREOF, the City of Mason has caused this Agreement to be executed on the date stated below by Eric Hansen, its City Manager, pursuant to Board Resolution Number 2022-92, dated 6/8/2022.

CITY OF MASON

SIGNATURE: _____

NAME: Eric Hansen

TITLE: City Manager

DATE: 8/8/2022

E) Execution by Warren County.

IN EXECUTION WHEREOF, the Board of County Commissioners of Warren County, Ohio, has caused this Agreement to be executed on the date stated below by Tom Grossman, its President or Vice-President, pursuant to Board Resolution Number 22-1245, dated 8-16-22

**BOARD OF COMMISSIONERS OF
WARREN COUNTY, OHIO**

SIGNATURE: _____

NAME: Tom Grossman

TITLE: President

DATE: 8-16-22

Approved as to form,

Adam M. Nice

Adam M. Nice

Assistant Prosecuting Attorney

Warren County, Ohio

ORDINANCE NO. 2022 – 92

AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTER-GOVERNMENTAL AGREEMENT WITH WARREN COUNTY FOR THE MAKINO PARK IMPROVEMENT PROJECT

WHEREAS, the City of Mason worked closely with the Mason Parks Foundation and the Mason Challenger League to identify barriers at typical baseball fields that impede successful play by athletes with special needs; and

WHEREAS, funding for Phase II of Makino Park includes the construction of two adaptive baseball fields funded through multiple sources including state capital grants and private donations; and

WHEREAS, Warren County desires to contribute financially \$400,000 to the Makino Park Improvement Project under its authority in Sections 301.26 and 307.02 of the Ohio Revised Code as this Makino Park Improvement Project is a much needed developmental disabilities facility that serves the whole Warren County community and beyond; and

WHEREAS, the City of Mason agrees to contribute at least \$400,000 to match Warren County's contribution to the Makino Park Improvement Project.

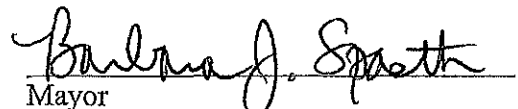
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, _____ members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into an Inter-Governmental Agreement, substantially in the form of the agreement attached hereto as Exhibit A, incorporated herein, with Warren County for the City of Mason Makino Park Improvement Project.

Section 2. That the Finance Director is authorized fund the City's \$400,000 match by closing the Common Ground Construction Fund and transferring the balance of \$73,110.51 to the Recreation Improvement Fund which has sufficient funds for the full match requirement.

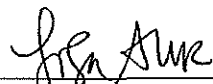
Section 3. That this Ordinance shall be effective from and after the earliest period allowed by law.

Passed this 8th day of August, 2022.



Mayor

Attest:



Clerk of Council

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1246

Adopted Date August 16, 2022

ACKNOWLEDGE PAYMENT OF BILLS

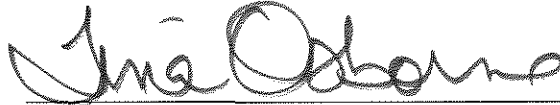
BE IT RESOLVED, to acknowledge payment of bills from 8/9/22, and 8/11/22, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-1247

Adopted Date August 16, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH JOHN CANDLE HOMES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LONG COVE LAKES SUBDIVISION, PHASE 1 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

| | | |
|----------------|---|---|
| Bond Number | : | 22-014 (W/S) |
| Development | : | Long Cove Lakes Subdivision, Phase 1 |
| Developer | : | John Candle Homes, LLC |
| Township | : | Deerfield |
| Amount | : | \$18,990.30 |
| Surety Company | : | Heritage Bank – Cashier’s Check #002253 |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: John Candle Homes, LLC, 7556 Central Park Blvd, Mason, OH 45040
OMB – J. Stilgenbauer
Water/Sewer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

22-014

This Agreement made and concluded at Lebanon, Ohio, by and between John Conkle Homes, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Long Cove Lakes Subdivision, Section/Phase _____ (3) (hereinafter the "Subdivision") situated in Dearfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is 189,903, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 0 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within _____ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 18,990.30 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

John Cando Homes, LLC
7556 Central Park Blvd
Mason Ohio 45040

Ph. (513) 492 - 9636

D. To the Surety:

Ph. (_____) _____ - _____

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

- Certified check or cashier's check (attached) (CHECK # 002253)
- Original Letter of Credit (attached) (LETTER OF CREDIT # _____)
- Original Escrow Letter (attached)
- Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Rick Seitz

PRINTED NAME: Rick Seitz

TITLE: Owner

DATE: 6/22/22

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-1247, dated 8-16-22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

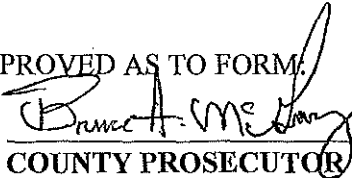
TITLE: President

DATE: 8-16-22

RECOMMENDED BY:

By: 
DEP. SANITARY ENGINEER

APPROVED AS TO FORM:

By:  Asst. Pros.
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Resolution

Number 22-1248

Adopted Date August 16, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH JOHN CANDLE HOMES FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LONG COVE LAKES, PHASE 1 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

| | | |
|----------------|---|--------------------------------------|
| Bond Number | : | 22-011 (P/S) |
| Development | : | Long Cove Lakes, Phase 1 |
| Developer | : | John Candle Homes |
| Township | : | Deerfield |
| Amount | : | \$31,697.62 |
| Surety Company | : | Heritage Bank Cashier Check # 002221 |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
OMB – J. Stilgenbauer
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

STREETS AND APPURTENANCES

Including Sidewalks

Security Agreement No.

22-011(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between John Cardle Homes (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Long Cove Lakes Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is 158,488.11, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 8,481.00; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 31,697.62 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 31,697.62 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

John Caddle Homes, LLC
7556 Central Parke Blvd.
Mason Ohio 45040

Ph. (513) 490 - 9636

D. To the Surety:

Ph. (_____) _____ - _____

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

- Certified check or cashier's check** (attached) (CHECK # 002221)
- Original Letter of Credit** (attached) (LETTER OF CREDIT # _____)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

- 17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
- 18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

SURETY:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: *Rick Sartz*
 PRINTED NAME: Rick Sartz
 TITLE: Owner
 DATE: 6/22/22

SIGNATURE: _____
 PRINTED NAME: _____
 TITLE: _____
 DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-1248, dated 8-16-22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Gusstrom


TITLE: President

DATE: 8-16-22

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam Nice, A.P.A.

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1249

Adopted Date August 16, 2022

APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plat:


- Long Cove Lakes Phase 1 – Deerfield Township

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-1250

Adopted Date August 16, 2022

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of July 2022:

| | | |
|--------------|-------------------------------------|--|
| \$ 29,630.93 | from #11011112 5997 | (Operational Transfers) |
| | into #5510 44100 55103200 AAREVENUE | (Water Revenue - Interest Earnings) |
| \$ 712.49 | from #11011112 5997 | (Operating Transfers) |
| | into #5575 44100 55753300 AAREVENUE | (Sewer Construction Project – Interest Earnings) |
| \$ 31,251.00 | from #11011112 5997 | (Operational Transfers) |
| | into #5580 44100 55803300 AAREVENUE | (Sewer Revenue – Interest Earnings) |
| \$ 2,547.25 | from #11011112 5997 | (Operational Transfers) |
| | into #5583 44100 55833200 AAREVENUE | Water Construction Projects – Interest Earnings) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1251

Adopted Date August 16, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO LOCAL FISCAL RECOVERY
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriations for Sheriff's Office payroll:

| | | |
|---------------------|----------------|--------------------------------------|
| \$3,000,000.00 into | #22111110-5102 | (Loc Fiscal Rec – Regular Salaries) |
| \$ 425,000.00 into | #22111110-5811 | (Loc Fiscal Rec – PERS) |
| \$ 380,000.00 into | #22111110-5820 | (Loc Fiscal Rec – Health & Life Ins) |
| \$ 45,000.00 into | #22111110-5871 | (Loc Fiscal Rec – Medicare) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-1252

Adopted Date August 16, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SEWER REVENUE FUND 5580

WHEREAS, the Water and Sewer Department, due to current needs and supply chain issues, will now need to order a new Front-End Loader and Septic Hauling Truck before 2023 budget appropriations; and

WHEREAS, supplemental appropriations are necessary to accommodate said transaction; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations:

\$210,000.00 into 55803300-5320 (Capital Purchase)

\$240,000.00 into 55803300-5310 (Vehicles Capital Outlay)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

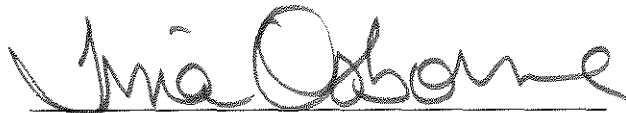
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Supplemental App. file
Water/Sewer (file)

Resolution

Number 22-1253

Adopted Date August 16, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services #11012850 in order to process vacation leave payout for Victoria Lane employee of Emergency Services:


\$1,982.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11012850-5882 (Dispatch - Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)
OMB

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-1254

Adopted Date August 16, 2022

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$7,000.00 from #11011150-5400 (Genl Pros Purchased Services)
 into #11011150-5317 (Genl Pros Non-Capital Purchase)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1255

Adopted Date August 16, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS COURT
FUND #1011230

BE IT RESOLVED, to approve the following appropriation adjustment:

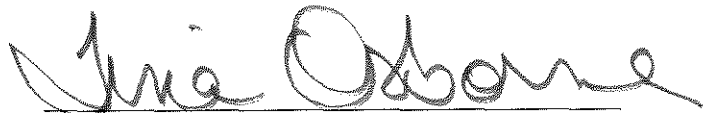
| | | | |
|-----------|------|---------------|---------------------------|
| \$8000.00 | from | 11011230-5400 | (Purchased Services) |
| | into | 11011230-5370 | (Software – Non-Data Bd.) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Domestic Relations (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1256

Adopted Date August 16, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN FRANKLIN MUNICIPAL COURT
11011271

BE IT RESOLVED, to approve the following appropriation adjustment:

| | | | |
|----------|------|---------------|-----------------------|
| \$480.00 | from | 11011271-5415 | (Attorney – Indigent) |
| | Into | 11011271-5400 | (Purchased Services) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Franklin Municipal Court (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1257

Adopted Date August 16, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,200.00 from #11011280-5910 (Other Expense)
 into #11011280-5415 (Co Ct Attorney -Indigent)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
County Court (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1258

Adopted Date August 16, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#11012200

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County
Sheriff's Office Fund #1101:

| | | | |
|-------------|------|---------------|--------------------------------|
| \$3,011.98 | from | 11012200-5830 | (Sheriff Workers Compensation) |
| | into | 11012200-5410 | (Contracts BOCC Approved) |
| \$10,000.00 | from | 11012200-5462 | (Vehicle Maintenance) |
| | into | 11012200-5410 | (Contracts BOCC Approved) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1259

Adopted Date August 16, 2022

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND
2204

BE IT RESOLVED, to approve the following appropriation adjustment:

\$36,000.00 from 22045310-5321 (Dt Bd Apr Cap BOCC)
 into 22045310-5370 (Software Non-Data Board)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Appropriation Adj. file
 Human Services (File)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1260

Adopted Date August 16, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,700.00 from #22735100-5400 (Purchase Services)
 into #22735100-5410 (Contracts BOCC Approved)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor ✓
Appropriation Adj. file
Children Services (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-1261

Adopted Date August 16, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

| | | |
|-------------|---------------------|---------------------------|
| \$3,370.00 | from #22735100-5310 | (Vehicles Capital Outlay) |
| | into #22735100-5400 | (Purchase Services) |
| \$666.84 | from #22735100-5460 | (Insurance) |
| | into #22735100-5400 | (Purchase Services) |
| \$42,049.35 | from #22735100-5830 | (Worker's Compensation) |
| | into #22735100-5400 | (Purchase Services) |

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Children Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1262

Adopted Date August 16, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 16th day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

| Department | Vendor Name | Description | Amount |
|------------|---------------------------------|--------------------------------|---------------|
| WAT | INSTALLED BUILDING PRODUCTS LLC | SEW LLMWWTP GARAGE DOOR REPLAC | \$ 231,462.04 |
| ENG | STRAND ASSOCIATES INC | ENG. CONTRAC FOR ENGINEERING | \$ 48,700.00 |
| TEL | CENTRAL SQUARE TECHNOLOGIES LLC | TEL ENTERPRISE CAD AUTO DISPAT | \$ 6,375.00 |
| SHE | CODEX CORP | SHE.INMATE TRACKING SYSTEM CON | \$ 3,780.00 |
| WAT | FUTURE AIR HEATING & COOLING | SEW AIR HANDLER FOR BLOWER CNT | \$ 10,079.00 |
| SHE | INTELLIGENT VIDEO SOLUTIONS LLC | SHE VIDEO EQUIPMENT | \$ 11,205.00 |

PO CHANGE ORDER

| | | | | |
|-----|------------------------|-------------------------------------|---------------|----------|
| ENG | EAGLE BRIDGE CO | KING AVENUE BRIDGE | \$ 668,625.07 | DECREASE |
| WAT | RA CONSULTANTS LLC | ENG AGREEMENT SOC TRANS | \$ 18,909.00 | INCREASE |
| WAT | BUCKEYE POWER SALES CO | KOHLER MODEL 55REOZT4 GENERATOR MOB | \$ 3,331.00 | INCREASE |

8/16/2022 APPROVED:



Tiffany Zindel, County Administrator