

Resolution

Number 24-0391

Adopted Date March 19, 2024

APPROVING END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KIMBERLY RADCLIFFE WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, Kimberly Radcliffe, Custodial Worker I within the Warren County Facilities Management has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Kimberly Radcliffe's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$17.05 per hour effective pay period beginning March 23, 2024.

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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
K. Radcliffe's Personnel File
OMB – Sue Spencer

Resolution

Number 24-0392

Adopted Date March 19, 2024

APPROVING RECLASSIFICATION OF EMMA WILCOX FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy Director of Children Services has indicated that Ms. Wilcox has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Emma Wilcox the position of Protective Services Caseworker II, non-exempt, pay range #16, \$22.39 per hour, under the Warren County Department of Job and Family Services, Children Services Compensation Schedule, effective pay period beginning February 24, 2024, and


BE IT FURTHER RESOLVED, Ms. Wilcox will receive the typical three percent (3%) increase upon completion of her year probation in August 2024.

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
E. Wilcox's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0393

Adopted Date March 19, 2024

HIRING MICHAEL MASON AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Michael Mason, as Protective Services Caseworker II, within the Department of Job and Family Services, Children Services Division, full-time, non-exempt, Pay Range 16, at a pay rate of \$22.39 per hour, effective April 22, 2024, subject to negative background check, drug screen and a 365-day probationary period.

BE IT FURTHER RESOLVED, Mr. Mason is required to complete CORE training and there will be no increase for completing CORE training as his starting wage reflects his experience.

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
M. Mason's Personnel file
OMB-Sue Spencer

Resolution

Number 24-0394

Adopted Date March 19, 2024

AMENDING RESOLUTION #24-0359, RELATIVE TO AN ADVERTISEMENT FOR BIDS FOR THE 2024 RESURFACING PROJECT

WHEREAS, pursuant to Resolution #24-0359, adopted March 12, 2024, this Board approved an advertisement for bid for the 2024 Resurfacing Project for the Warren County Engineer's Office; and

WHEREAS, the above referenced bid was to advertise on March 17, 2024, with the bid opening to be April 2, 2024 at 9:30 a.m.; and

WHEREAS, the Engineer's Office has requested a later bid date.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #24-0359 advertising for bids for the 2024 Resurfacing Project; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation, and for two (2) consecutive weeks on the Warren County website, beginning the week of March 31, 2024; bid opening to be April 16, 2024 at 9:30 a.m.

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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
OMB bid file

Resolution

Number 24-0395

Adopted Date March 19, 2024

ADVERTISING FOR BIDS FOR THE 2024 GUARDRAIL REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for bids for the 2024 Guardrail Replacement Project for the County Engineer bid opening to be April 10, 2024, at 10:00 a.m.; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of March 24, 2024; bid opening to be April 10, 2024 @ 10:00 a.m.

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 -- absent
Mr. Young -- yea
Mrs. Jones -- yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS\

cc: Engineer (file)
OMB Bid file

Resolution

Number 24-0396

Adopted Date March 19, 2024

ENTERING INTO CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE 2024 WELL REDEVELOPMENT PROJECT

WHEREAS, pursuant to Resolution #24-0322 dated March 05, 2024, this Board approved a Notice of Intent to Award Bid for the 2024 Well Redevelopment Project to Moody's of Dayton, Inc, for a total bid price of \$283,441.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor.


NOW THEREFORE BE IT RESOLVED, to enter into contract with Moody's of Dayton, Inc, 4359 Infirmary Road, Miamisburg, Ohio 45342, for a total bid price of \$283,441.00; 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: c/a— Moody's of Dayton, Inc.
Water/Sewer (file)
OMB Bid file

SECTION 00 60 10
CONTRACT

THIS AGREEMENT, made this 19 day of March, 2024 with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Moody's of Dayton, Inc., 4359 Infirmary Road, Miamisburg, Ohio 45342** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

2024 WELL REDEVELOPMENT PROJECT

hereinafter called the project, for the sum of \$283,441.00 AND Two Hundred Eighty Three Thousand, Four Hundred Forty One Dollars and Zero Cents, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial completion: 180 days from Notice to Proceed.

Final completion: Site restoration work completed, and Contract Closeout shall be within 210 days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property. for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and as amended in the Supplemental Conditions and in such amounts as required by the Contract Documents.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

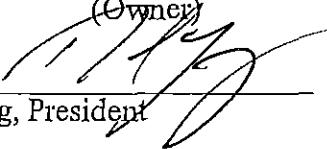
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)



David G. Young, President

ATTEST:

Tom Grossmann, Vice President

Name

Shannon Jones
Shannon Jones

(Seal)

ATTEST:

CONTRACTOR NAME HERE

(Contractor)

By:

Michael A...

Name

Vice President

Title

Approved as to Form:

Katry M. Howe
Assistant Prosecutor

Resolution

Number 24-0397

Adopted Date March 19, 2024

APPROVE EMERGENCY PROCUREMENT FOR ASPHALT ROADWAY REPAIRS NEEDED TO RESTORE THE ROADWAYS THAT WERE DAMAGED DURING THE REPAIR OF MAIN BREAKS

WHEREAS, the Water & Sewer Department has experienced multiple water main breaks over the winter season resulting in significant damage to the asphalt surfaces and surrounding areas; and

WHEREAS, the cold patch asphalt that has been used as a temporary repair must be replaced with base and topcoat asphalt once the production plants open in early April; and

WHEREAS, the Water & Sewer Department has initiated the bid process to enter into a master service agreement with qualified asphalt companies, but the bid process isn't expected to complete until June of 2024; and

WHEREAS, the damaged asphalt poses potential safety hazards to motorists and pedestrians and requires expedited restoration to ensure the safety and usability of the affected areas; and

WHEREAS, expedited procurement processes are necessary to promptly engage contractors and vendors for restoration work.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24001462 with Rick Stempfley (DBA R A Stempfley Contractor, LLC) in the amount of \$100,000.00 for the procurement of asphalt roadway repairs needed to restore roadways that were damaged during the repair of main breaks that occurred over the winter.

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor
Water/Sewer (file)

Resolution

Number 24-0398

Adopted Date March 19, 2024

APPROVING AMENDMENT #1 TO THE PRINT MANAGEMENT AGREEMENT WITH MILLENNIUM BUSINESS SYSTEMS, LLC ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve Amendment #1 to the print management agreement with Millennium Business Systems, LLC on behalf of Warren County Children Services; copy of agreement is 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

cc: c/a—Millennium Business Systems, LLC
Children Services (file)

**AMENDMENT # 1 TO THE TOTAL PRINT MANAGEMENT AGREEMENT BY AND
BETWEEN MILLENNIUM BUSINESS SYSTEMS, LLC AND WARREN COUNTY
BOARD OF COMMISSIONERS**

This Amendment # 1 (this "Amendment") is entered into effective contemporaneous with the Total Print Management Agreement (the "Agreement"), by and between Millennium Business Systems, LLC ("Millennium") and Warren County Board of Commissioners ("Customer")

WHEREAS, Customer and Millennium have entered into the Agreement; and

WHEREAS, Customer and Millennium wish to amend certain terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the mutual obligations herein contained and intending to be legally bound, the parties agree as follows (with the capitalized terms having the same meaning as set forth in the Agreement unless otherwise specified herein):

1. The foregoing recitals are hereby incorporated by reference. This Amendment is hereby incorporated into the Agreement.

2. Section 9 of the Agreement (Contract Adjustment) is hereby amended by changing the last sentence in the paragraph to read as follows: "Supplier may increase base price by 10% after the initial 12-month term."

3. Section 10 of the Agreement (Remittance) is hereby amended by adding the following language to the end of the last sentence: "unless Customer provides copy of sales tax exemption form."

4. Section 12 of the Agreement (Confidentiality) is hereby amended by adding the following to the end of the penultimate sentence in the paragraph:

(f) documents, including this Agreement, that are required to be released as a public record as defined by the Ohio Public Record Act.

5. Section 14 of the Agreement (Indemnification) is hereby deleted in its entirety.

6. Section 18 of the Agreement (Governing Law, Dispute Resolution & Jurisdiction) is hereby deleted in its entirety and replaced with the following:

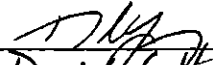
18. GOVERNING LAW, DISPUTE RESOLUTION, & JURISDICTION: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws provisions. Notwithstanding any provision of this Agreement, the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement.

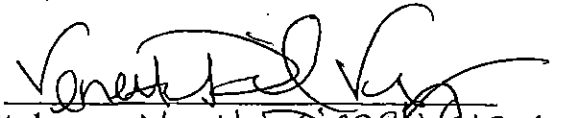
a. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement through meetings between the respective project managers. If unsuccessful, the Parties agree to escalate the dispute for negotiation among senior executive officers of both Parties. If unsuccessful, either Party may submit the dispute to the appropriate court in Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by their proper officers or other authorized representatives.


WARREN COUNTY BOARD OF COMMISSIONERS

Millennium Business Systems, LLC

By: * 
Printed name: David B. Young
Title: President
Date: 3/19/24

By: 
Printed name: Veretta Diesel Jarney
Title: VP
Date: 2/29/24


APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney



Terms and Conditions of Sale

- 1. **DELIVERY, INSTALLATION AND ACCEPTANCE:** When applicable, Seller shall deliver and install the items listed on the cover page (the "Equipment") to Customer at the Customer location indicated on the cover page. If drop shipped, risk of loss shall pass to Customer upon shipment and Equipment will be deemed accepted by Customer upon the arrival of Equipment at the Customer location indicated. Seller shall not be liable for any default or delay caused by government directives, priorities, regulations, requests, orders or requirements or by embargoes, fires, strikes, work stoppages, accidents to machinery or equipment, delays of carriers or shortage of labor or material or for any other cause whatsoever interfering with or impeding production or delivery of the Equipment. All priorities of delivery are made in good faith and Seller will do everything possible to fulfill them. However, if Seller is unable to meet a scheduled delivery date, Seller shall not be liable for additional transportation charges incurred as a result of Customer's request to use a faster means of transportation. The Equipment shall be deemed to have been accepted on the date of delivery.
- 2. **PAYMENT OF PURCHASE:** This agreement (this "Sales Order") shall be effective upon full execution of this Sales Order by Seller and Customer, or acceptance by Customer and fulfillment by Seller. Unless otherwise stated in writing, payment of the full purchase price for all equipment, accessories, and/or supplies (the "Equipment") listed on this Sales Order or any accompanying equipment schedule is due upon delivery.
- 3. **TITLE & SECURITY INTEREST:** Title will be retained until Customer receives payment in full. Until such time, it is a part of Seller's obligations to Seller under this Sales Order. Customer hereby grants Seller a security interest in (a) the Equipment to the extent of Customer's interest in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Customer agrees that the security interest will not be affected if this Sales Order is changed in any way. Customer hereby appoints Seller (and its officers, agents and lawful attorneys-in-fact) as Seller's agent to UCC-File financing statements prepared and filed on Customer's behalf by Seller (to be filed upon) with the state and to be filed as if they were filed by Seller. If Seller requests, Customer agrees to sign financing statements in order for Seller to publicly record its security interest. This Sales Order shall be voidable if a financing statement and may be filed in such.
- 4. **TAX:** Customer shall be charged sales tax unless Customer provides to Seller a tax-exempt certificate with its credit application, or otherwise prior to or simultaneous with this Sales Order.
- 5. **CHANGES:** Seller reserves the right to modify or change the Equipment in whole or in part, at any time prior to the delivery thereof, in order to include therein electric or mechanical refinements deemed appropriate. Seller shall have no liability to modify or change any Equipment previously delivered, or to supply new Equipment in accordance with a customer's modifications.
- 6. **CANCELLATION:** Customer may cancel this Sales Order prior to shipment of any Equipment, upon payment to Seller of reasonable cancellation charges, which shall include account expenses incurred in commitments made by the Seller.
- 7. **CREDIT APPROVAL:** Acceptance of this Sales Order, any other purchase orders, shipments, deliveries and any other obligations of Seller to complete this sale shall at all times be subject to the approval of Seller's Credit Department. Seller reserves the right to increase or decrease Customer's credit limit at any time, in Seller's sole discretion. Seller may require full or partial payment prior to shipment or provision of service.
- 8. **CLAIMS:** Claims for Equipment defective on arrival (by such no fault of Customer) ("DOA") must be made within 30 days after receipt of Equipment. Seller will not accept return of any Equipment without prior written approval from Seller. Equipment returned without such permission is at Customer's sole risk. Properly returned DOA Equipment will be replaced and Seller shall have no further liability with regard to such DOA Equipment. Seller shall not be liable for damage and/or injury caused by the use, abuse, improper storage, or movement of the Equipment by anyone other than Seller.
- 9. **INTEREST AND FEES:** Customer shall pay to the Seller interest on two unpaid invoices on all past due accounts at the rate of 1.0% per month from the due date of invoice. A \$50.00 service charge, plus any other fees charged to Fiserv, will be levied on all checks returned due to insufficient funds or for any other reason. Returned checks will not be deposited. Customer must cover the returned check with cash, money order or certified check. If a check is returned, then, for the purposes of calculating late charges or events of default, it will be as if the payment represented by the check had never been made. Fiserv reserves the right to charge a credit card processing fee for any payment made via credit card.
- 10. **DEFENSE:** In the event that Customer fails to pay any amounts owed hereunder when due, breaks any of its promises in this Sales Order, or enters (voluntarily or involuntarily) into a bankruptcy proceeding, it will be in default under this Sales Order. In the event of a default, the Seller may, at its option, declare immediately due and payable all amounts owed by Customer to Seller and thereafter cancel and terminate this Sales Order and repossess the Equipment with or without prior demand or notice to Customer and without court proceedings and thereafter sell the Equipment free and clear of any rights of Customer. Customer waives any and all claims against the Seller.
- 11. **WARRANTY:** It is understood that the warranty, if any, by Seller on the basis on the reverse side hereon, shall be the only warranty applicable to such Equipment. In no event shall Seller be liable for damages by reason of the failure of the Equipment to function properly. THE SELLER'S WARRANTY SET FORTH HEREON IS IN LIEU OF ANY AND ALL OTHER WARRANTIES (BY SELLER OR MANUFACTURER EXPRESS OR IMPLIED), INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES.
- 12. **ERRORS:** Seller reserves the right to correct clerical and typographical errors.
- 13. **DAMAGES:** IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES, OR FOR COMMERCIAL LOSSES FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES, LOSS OF DATA OR INFORMATION, INTERRUPTION OF SERVICES, OR OPERATION IN CONNECTION WITH OR ARISING OUT OF THE PURCHASE, PERFORMANCE OR USE OF ANY EQUIPMENT COVERED BY THIS SALES ORDER WHETHER OR NOT SELLER HAS RECEIVED NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ANY AND ALL RECOVERIES SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER HEREUNDER.
- 14. **ASSIGNMENT:** This Sales Order is not assignable by Customer without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties or obligations which also under this Sales Order without such permission shall be void.
- 15. **GOVERNING LAW, JURISDICTION, AND VENUE:** This Sales Order shall be governed by and construed according to the laws of the State of Arizona, without regard to its conflict of laws provisions. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of Arizona, County of Maricopa, and each of the parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM, OR OTHERWISE. This Agreement shall be governed by the laws of the State of Ohio, the venue for any disputes shall be Warren County, Ohio, Common Pleas Court.
- 16. **NOTICE:** All notices required to be given by one Party to another shall be deemed properly given if reduced to writing and personally delivered or sent by certified mail or overnight delivery by a nationally recognized carrier, postage prepaid, and shall be effective upon receipt if sent to Customer at the address listed on the Cover Page, or if sent to Supplier at: FIS General Counsel, 2845 N. Central Ex., Mesa, AZ 85215.
- 17. **NO RESALE OR EXPORT:** Customer shall not resell devices or parts provided under this Agreement to any third party or export them in any region beyond the United States without prior written consent of Supplier and compliance with all relevant import and export laws.
- 18. **WARRANTY RELEASE:** The duty on the part of either party in exercising any of its rights hereunder, failure to exercise such rights, or the acceptance or knowledge thereof shall operate as a release or waiver except in the specific instance for which it is expressly given. None of the terms, conditions or provisions of the Agreement shall be held to have been changed, waived, varied, modified, or altered by any act or knowledge of either party, their respective agents, servants, or employees.
- 19. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect.
- 20. **MODIFICATION:** This Sales Order may not be modified or terminated orally, and no modification or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.
- 21. **ENTIRE AGREEMENT:** This Sales Order constitutes the complete and exclusive statement of the agreement of sale between the parties and supercedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Sales Order. Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Sales Order. In the event Customer uses Customer's purchase order form in connection with the ordering of the Equipment, such order will be governed by the terms of this Sales Order and any provision of such order form which in any manner differs from or is in addition to the provisions of this Sales Order shall be of no force or effect. Seller's acceptance of such order shall be expressly made conditional on Customer's consent to the terms of this Sales Order and shall be strictly limited to the terms of this Sales Order.

Customer Initials 



Total Print Management Agreement

FTG Entity Address: 1320 Kemper Meadow Drive, Suite 500, Cincinnati, OH 45240

CUSTOMER INFORMATION

Bill To:

Name: Warren County Children's Services
Contact Phone: (513) 695-1520
Address: 416 S. East Street
City, State, Zip: Lebanon, OH 45036
Meter Contact: Jennifer Carman
Suite/Room #:
Email: jennifer.carman@jfs.ohio.gov

Equipment Location:

Name: Same
Contact Phone:
Address:
City, State, Zip:
Meter Contact:
Suite/Room #:
Email:

AGREEMENT DETAILS

Term: 60 Months Monthly Volume: B/W: Color:
Cost Per Print B/W: \$0.007 Color: \$0.04 See Grouped Pool Customized Billing:
Overages B/W: \$0.007 Color: \$0.04 See Grouped Pool
Payment Reconciliation Period: Monthly Service Response Time:

Comments: Sharp BP - 70C31, Sharp BP - 70M31
Please add these devices to contract # MIL_5477-06

CUSTOMER ACCEPTANCE

THE TERMS AND CONDITIONS ATTACHED HERETO ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NEITHER PARTY IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.

Customer: Warren County Children's Services
Print Name: Shawna Jones
Signature: [Handwritten Signature]
Date: 3-15-24

Supplier: Millennium Business Systems
Print Name: Venetta Diesel Varney
Signature: [Handwritten Signature]
Date: 2/26/24



Sharp Sourcewell Contract Purchase Order

Sharp Contract # 030321-SEC

7/1/2021 - 4/19/2025



Selling Dealer Information		Customer Information	
Dealership	<u>Millennium Business Systems</u>	Account Name	<u>Warren County</u>
Account #	<u>188679</u>	Member ID	<u>8820</u> (Required)
		Member ID Lookup	<u>Sourcewell Vendor Portal</u>
Address	<u>11085 Montgomery Road</u>	Contact	<u>Jennifer Carman</u>
City, State Zip	<u>Cincinnati, OH 45249</u>	Delivery Address	<u>416 S. East Street</u>
Phone	<u>(513) 924-9800</u>	City State Zip	<u>Lebanon, OH 45036</u>
	<u>afeltner@getmillennium.com</u>	Phone	<u>(513) 695-1520</u>
		Email	<u>Jennifer.Carman@jfs.ohio.gov</u>

Purchase Order Information

Dealer PO # _____ Customer PO # (if applicable) _____

Model #	Unit Price	Qty	Price Extension
Sharp BP - 70C31		1	
BP - DE13		1	
BP - FN11		1	
Sharp BP - 70M31		1	
BP - DE13		1	
BP - FN11		1	
BP - FX11		1	
BP - TR12		1	
			TOTAL

DEALER & CUSTOMER SIGNATURE REQUIRED PRIOR TO ORDER PLACEMENT

 Dealer Printed Name Dealer Signature & Date	 Customer Printed Name X Shawna Jones 3-15-24 Customer Signature & Date
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ADDITIONAL INFORMATION

End User PO Attached YES NO
 (Customer signature required if PO isn't attached)

Payment (please select ONE)

Bill End User

Bill Dealer / Certified Channel Reseller

Financed Order

Financed Orders require copies of lease documents. If it is intended for the Lease Company to pay Sharp directly, a Pay Proceeds Document is required. Note that lender is subject to credit approval.

Dealer Ship To Information (specify if different from above)

Ship to Dealer _____ City _____ State _____

Acct # _____

Send PO to: SNAPCustomerService@sharpsec.com

Order Status:

For Order Information, visit: <https://b2b.sharpamericas.com>

Tech Data Inquiries, email: ISCS.Sharp@techdata.com

(EMAIL MUST INCLUDE SHARP ORDER NUMBER)

All Other Inquiries: (incl RAs and reships)
SNAPCustomerService@sharpsec.com

Terms & Conditions

1. **AGREEMENT:** This Agreement will become effective between the customer ("Customer") and supplier ("Supplier") listed on the cover page upon execution by both parties (the "Effective Date"). This Agreement may cover devices installed by Supplier ("Installed Devices") and/or the onboarding of devices already in customer's possession ("Preexisting Devices"). Installed Devices and Preexisting Devices may collectively be referred to herein as "Devices". The period from the Effective Date through the date all Installed Devices are installed and/or the date all Preexisting Devices are onboarded, as applicable, is the "Implementation Period". To the extent any device is leased, the applicable lease will not begin until after the end of the Implementation Period.
2. **ITEMS INCLUDED:** The pricing set forth on the cover page of this Agreement includes the following as applicable: unlimited service calls, parts (as classified by the manufacturer) and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer imaging drums and toner) based on Average Supply Consumption (defined in Section 8(a)), and service and parts as may be required for normal use of scanning functions on a multifunction/MFP device.
3. **ITEMS EXCLUDED:** Except as specified, service and maintenance under this Agreement excludes the following:
 - a. Paper and staples, external cards, hard drive wipes/destruction (unless otherwise agreed), software, firmware updates/upgrades (unless otherwise agreed), connected hardware, envelope feeders, network and power cords;
 - b. Damage due to fire, accident, theft, or arising out of or caused by (i) misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, (ii) use of equipment beyond Original Equipment Manufacturer's ("OEM") specifications, (iii) movement of the Device by anyone other than an authorized Supplier representative; and (iv) use of supplies, parts, or paper not meeting manufacturer's specifications causing excessive service calls. Repair/replacement of these items will be charged a service fee of \$35 per call, plus the then-current hourly rate for labor, billed in 15-minute increments and for labor, including travel time (the "Hourly Rate"), plus cost of parts;
 - c. Excess Supply Consumption (defined in Section 8(a));
 - d. Reconditioning (defined in Section 6);
 - e. Charges for installation or removal of the Device or third-party modifications to software or hardware; and
 - f. Network connected equipment is covered up to the network connection of the Device. Onsite service calls caused by computer or network issues will be charged at the Hourly Rate.
4. **SERVICE:** Except as set forth in Section 3, Supplier shall provide hardware service and maintenance on the Devices. Preventative maintenance will be performed based on the OEM's recommended interval. Supplier's service and maintenance are subject to the following:
 - a. Supplier guarantees a quarterly average response time as specified on the front of this Agreement ("Service Response Time").
 - b. Supplier reserves the right to inspect each Preexisting Device to determine it is in good mechanical condition. Should any Preexisting Device require repair with costs exceeding the fair market value of the Device, Customer may either replace the Preexisting Device or pay to repair it. Any repairs will be performed only upon agreement of both parties.
 - c. Supplier reserves the right to reset supply items (i.e. fuser and maintenance kits) in lieu of replacement, as long as printer functionality and print quality are not affected.
 - d. Customer must notify Supplier of the relocation of any Device. For equipment larger than a desktop Device, Customer should contact Supplier to prepare the Device for relocation and to reinstall the Device following relocation. Labor and, if applicable, delivery fees will be quoted for Customer's approval prior to providing any service. If anyone other than Supplier or its authorized representative moves the Device, Supplier reserves the right to inspect the Device in its new location. If repairs are necessary as a result of the relocation, Supplier will provide a quote to repair the Device. Upon Customer's authorization, Supplier will make the repair and continue services with respect to that Device.
 - e. Supplier does not guarantee parts will be available during the term of the Agreement. Should some or all parts become unavailable and no longer supported by the OEM, the Device shall be considered "End of Life". In this situation, Supplier may be unable to perform all or some of the services. In such case, Supplier shall only be responsible to make commercially reasonable efforts to maintain and service that Device.
 - f. All service under this Agreement shall be rendered during normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, local time, excluding national holidays ("Business Hours"), unless otherwise agreed upon by both parties. Travel and labor time for repair calls after Business Hours, ("After Hours"), if and when available, shall be charged to Customer at \$300/hour for labor, including travel time, with a minimum one-hour charge per call.
 - g. Unless otherwise agreed by the parties in writing, Customer is solely responsible for removing any and all confidential or personally identifiable information from the hard drive prior to removal or return of any Device.
5. **OPERATING REQUIREMENTS:** All Devices covered under this Agreement must adhere to the following guidelines:
 - a. Devices must be placed in a normal office setting in accordance with OEM's specifications, which includes but is not limited to an environment free from excessive dust, humidity, temperature, ammonia or other corrosive fumes. Devices must be located in an area with a sufficient amount of space for access.
 - b. Devices must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the OEM.
 - c. Devices should be operated within OEM usage and operational specifications.
6. **REBUILDING OR OVERHAUL:** Rebuilding or major overhauls of Devices ("Reconditioning") are not covered by this Agreement. When Supplier, in its reasonable discretion, determines Reconditioning is necessary, whether as a result of normal wear and tear or otherwise, Supplier will notify Customer and provide an estimate of the cost to perform the Reconditioning. If Customer does not authorize such Reconditioning, Supplier will provide any further service for that Device at the Hourly Rate.

7. **METERS:** Supplier utilizes software to electronically report meters and supply consumption ("Print Management Software"). Customer agrees to work with Supplier's software administrator to install the Print Management Software. Customer grants Supplier permission to upgrade, modify, or maintain the Print Management Software or to install new releases or additions. Under no circumstances will the Print Management Software provide Supplier access to Customer Information other than data directly related to the Devices on contract as per this Agreement. Customer understands and agrees that Supplier may scan IP ranges to locate Devices that have been moved to a different part of the network. Customer agrees not to delete, alter, modify, or otherwise render the Print Management Software unusable during the term of this Agreement and agrees to reinstall the software in the event their actions inadvertently affect reporting capabilities.
8. **USE & BILLING**
- a. In general, billing is based on base plus actual usage, as determined from meters. Supplier may also invoice Customer for any supplies consumed in excess of the Average Supply Consumption. "Average Supply Consumption" shall be based on the manufacturer's suggested yield and fill rate. If Customer's use of supplies during any Reconciliation Period (as defined on the cover page) exceeds 5% of the Average Supply Consumption for monochrome (BW) or 20% of the Average Supply Consumption for color, Supplier reserves the right to invoice Customer for any supplies consumed in excess of the Average Supply Consumption ("Excess Supply Consumption"). Excess Supply Consumption surcharges will be calculated as the yield of cartridges provided to Customer, in excess (number of prints), multiplied by the cost per print rate for both BW and Color yields. The parties agree to investigate the causes of Excess Supply Consumption. Supplier and Customer shall work together to explore solutions for reducing the Excess Supply Consumption and make reasonable efforts to implement such solutions.
 - b. To the extent Installed Devices are used by Customer during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the Installed Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are installed. For Installed Devices that are not connected to the network, Supplier will invoice customer based on meter reads provided by Customer and/or obtained during service. In the event Supplier is unable to obtain periodic meter reads, Supplier shall be entitled to estimate Customer's use and assess Customer a fee of up to \$25 per Device for such service. Supplier shall invoice Customer based on Supplier's estimate.
 - c. To the extent service to any Preexisting Devices begins during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the Preexisting Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are onboarded. For Preexisting Devices that are not connected to the network, Supplier will invoice customer based on meter reads during service and/or usage estimates based upon the average meter history.
 - d. To the extent Customer maintains local (non-networked), low volume Devices and desires to have Supplier provide service and supplies to those local Devices, Supplier will do so for a set monthly fee per local Device (the "Program"). The local Devices in the Program (if any), as well as the monthly fee per applicable Device, are set forth in Exhibit A, attached hereto and incorporated herein by reference. The sum of the monthly fees for all Devices in the Program will be included in the Agreement billing as a pool. Customer acknowledges that invoices for Devices in this Program will be issued separate from invoices for the networked Devices to be covered under this Agreement. Any Device added or removed from the Program will be reflected on the next invoice after notification is made to Supplier. No adjustments will be made to invoices previously generated. This Program monthly fee may be adjusted at the end of each Reconciliation Period. To perform the reconciliation, Supplier will utilize the Supply Consumption Calculation set forth in Exhibit A. In the event the Supply Consumption Calculation reveals more use than budgeted, Supplier reserves the right to adjust the applicable Device fee and included volume per Device. Supplier will invoice Customer for the prior quarter's overage and provide 30 days written notice to Customer of the new monthly fee going forward.
 - e. In the event additional devices of like models to those included in the Agreement are discovered in Customer's fleet, such additional devices will be automatically added to the Agreement and initiated for coverage and billing.
 - f. In the event additional devices of dissimilar models to those included in the Agreement are discovered in Customer's fleet, or are reported by Customer for addition to the Agreement, they will be automatically added to the Agreement at the then-current rates and included for coverage and billing. Customer will have the opportunity to remove such additional devices from the Agreement 90 days from the date they were added.
 - g. All supplies remain the property of Supplier until consumed.
 - h. Services performed for Customer outside the scope of this Agreement, as well as any parts necessary to perform those services, shall be billed to Customer upon completion.
 - i. When overnight shipping is provided at Customer's request (and not due to any issue caused by Supplier), Supplier may charge for shipping and invoice such charges to Customer on a monthly basis.
 - j. If Customer does not pay all charges as provided hereunder promptly when due, Supplier may (a) terminate this Agreement; and/ or (b) furnish service on a C.O.D. per call basis at the Hourly Rate, plus cost of parts.
9. **CONTRACT ADJUSTMENT:** Supplier will invoice Customer for the payment amount set forth on the front of the Agreement. If indicated on the front of this Agreement, a custom invoice fee will be assessed. Supplier offers customized invoicing at a rate of \$100.00 per month, to be invoiced monthly, as well as on any excess usage invoice if usage overages are incurred by Customer. Usage will be reconciled on the frequency indicated in the Agreement. Customer will be invoiced for any overages multiplied by the rates indicated in the Agreement. The contracted volume can be adjusted at the end of each Reconciliation Period. Supplier reserves the right to increase Customer's monthly base usage and monthly base charge if overages exceed the monthly minimum by 20%. The contracted volume may be adjusted down to the previous Reconciliation Period's actual usage; but not to exceed 15% of the current aggregate contracted volume. At the end of the first year of this Agreement and once each successive twelve-month period, Supplier may increase its rates by a maximum of 15%.

10. **REMITTANCE:** All invoices due by Customer to Supplier under this Agreement shall be due and payable within thirty (30) days of the invoice date, and shall not include any set-off or counterclaim amounts. Customer shall notify Supplier within twenty (20) days after receipt of the invoice of any inaccuracy or good faith dispute. If Customer fails to timely provide notice, Customer is deemed to have accepted the invoice. The undisputed portion of any invoice shall accrue interest at a rate of one and one-half percent (1.5%) per month from the due date (or, if lower, the maximum rate allowed under applicable law). Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the payment set forth on the front of this Agreement, and any overages or other charges resulting from this Agreement as may be applicable.
11. **TERM & TERMINATION:** The initial term ("Initial Term") of this Agreement is set forth on the cover page. Thereafter, this Agreement shall automatically renew for successive additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless a party notifies the other of its intent not to renew in writing between 90 and 150 days prior to the end of the current Term. Customer agrees to pay the rates in effect at the beginning of each Renewal Term.
- Termination for Convenience:** If Customer wishes to terminate the Agreement prior to the end of the current Term, Customer shall buy out the remainder. For Customer agreements which are billed on an actual usage-based program, the buyout will be calculated as follows: Customer's monthly average for up to 12 months preceding cancellation multiplied by the remaining term of the Agreement. If there is no request for cancellation, but all Devices are removed from service, the formula described in the preceding sentence will apply.
 - Termination for Failure to Pay:** Supplier may terminate the Agreement at any time due to late or non-payment, with all remaining payments in the Term to be accelerated and become immediately due and payable. Supplier expressly reserves all other rights and remedies available to Supplier.
 - Other Rights to Terminate:** If either party breaches any other material term of this Agreement, the non-breaching party shall provide written notice to the breaching party. The breaching party shall have thirty (30) days from receipt of the written notice to cure the breach. If the breach is not cured by the end of the cure period, the non-breaching party may terminate this Agreement upon written notice. The termination of this Agreement shall not discharge the liabilities of the Defaulting Party. In the event of termination by Customer, Customer is not relieved of Customer's obligation to pay the remaining balance of the lease payments due, or any other obligations of Customer under this Agreement. Customer will have the option to reassign services to a provider of its choice upon notification to FlexPrint
 - Any termination of the Agreement shall be without prejudice to the rights of the parties. The parties' rights and obligations which by their nature would continue beyond the termination or expiration of this Agreement shall survive termination for any reason or expiration of this Agreement
12. **CONFIDENTIALITY:** Confidential Information includes, without limitation, this Agreement, know-how, ideas, inventions (whether patentable or not), and other technical information, business plans, financial projections and forecasts, customer lists, pricing, and product development information. A party ("Recipient") may use the other party's ("Discloser") Confidential Information solely as necessary for its performance under this Agreement. Recipient must use all reasonable efforts to maintain the confidentiality of all Confidential Information of Discloser in its possession or control, but in no event less than the efforts Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance. Confidential Information shall not include any information, however designated, that: (a) is or subsequently becomes publicly available through no wrongful act of Recipient; (b) Recipient can demonstrate was already known to Recipient at the time of disclosure; (c) is rightfully received by Recipient from a third party without restriction on disclosure and without breach of this Agreement; (d) Recipient can demonstrate has been independently developed by Recipient without the use of any of the Confidential Information, by personnel who had no access or exposure to the Confidential Information; or (e) is released by Discloser to any third party without imposing similar restrictions. The Parties agree that, notwithstanding the termination of this Agreement for any reason whatsoever, the obligation to maintain the confidentiality of the Confidential Information shall survive this Agreement.
13. **LIMITATION OF LIABILITY:** This is a service agreement. Other than the obligations set forth herein, Supplier disclaims all warranties, expressed or implied, including but not limited to any and all implied warranties of merchantability, of fitness for a particular purpose, and of use. In no event shall Supplier be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or for commercial losses from any cause, including but not limited to loss of profit or revenues (except as otherwise expressly set forth in this agreement), loss of data or information, interruption of services or operation, whether or not Supplier has received notice of the possibility of such damages or losses. In no event shall Supplier's total accumulated liability exceed thirty percent (30%) of the payments received from Customer during the Initial Term.
14. **INDEMNIFICATION:** Except as otherwise limited by the Limitation of Liability Section above, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other, its affiliates and assigns, and its and their officers, employees, directors and agents from and against all third party claims alleging losses, damages, claims, demands, causes of action, debt or liability, and expenses (including reasonable attorneys' fees and costs), whether based in contract or tort (including strict liability), to the extent arising out of or resulting from (a) personal injury or property damage to the extent caused by the fault or negligence of the Indemnifying Party or any of its personnel, or (b) any willful, intentional or negligent action or failure to act by the Indemnifying Party, its personnel, or its agents.
15. **TITLE AND RISK OF LOSS:** Risk of loss shall pass to Customer upon delivery. Title to parts and supplies shall pass to Customer upon receipt of payment in full by Supplier. Title to Devices shall pass to Customer as follows:
- If Customer is purchasing the Device, title will pass to Customer upon receipt of payment in full by Supplier.
 - If Customer is renting the Device, title will remain with Supplier and Customer shall return the Device in the same condition as when provided (normal wear and tear excepted) upon expiration of the rental.
 - If Customer is leasing the Device, the applicable leasing agreement will control.

16. **ASSIGNMENT:** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, either party may assign this Agreement without consent to: (a) any entity, which directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such party; or (b) any purchaser of all or substantially all of such party's assets or to any successor by way of merger, acquisition, consolidation or similar transaction. Subject to the foregoing, this Agreement will inure to the benefit of and bind all successors, assigns, receivers and trustees of the respective parties hereto.
17. **SUBCONTRACT:** Supplier shall be entitled to subcontract all or any part of this Agreement to competent Subcontractor(s) provided said Subcontractor(s) perform the subcontracted obligations in full accordance with the terms of this Agreement.
18. **GOVERNING LAW, DISPUTE RESOLUTION, & JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions. Notwithstanding any provision of this Agreement, the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement.
 - a. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement through meetings between the respective project managers. If unsuccessful, the Parties agree to escalate the dispute for negotiation among senior executive officers of both Parties. If unsuccessful, either Party may submit the dispute to the appropriate court in Arizona.
 - b. Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of Arizona, County of Maricopa, and each of the Parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein.
 - c. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM, OR OTHERWISE.
19. **FORCE MAJEURE:** Supplier shall not be responsible for delays or inability to provide service calls due to strikes, accidents, act of God or any other events or conditions beyond its reasonable control.
20. **NOTICE:** All notices required to be given by one Party to another shall be deemed properly given if reduced to writing and personally delivered or sent by certified mail or overnight delivery by a nationally recognized courier, postage prepaid, and shall be effective upon receipt if sent to Customer at the address listed on the Cover Page, or if sent to Supplier at: FTG General Counsel, 2845 N. Omaha St., Mesa, AZ 85215.
21. **NO RESALE OR EXPORT:** Customer shall not resell Devices or parts provided under this Agreement to any third party or export them to any region beyond the United States without prior written consent of Supplier and compliance with all relevant import and export laws.
22. **NO EMPLOYEE SOLICITATION:** Customer agrees that, until the date that is six (6) months after termination of this Agreement, it shall not induce or attempt to induce any Supplier employee to terminate employment. Nothing in this Section shall prohibit Customer from making general employment solicitations in the media or over the Internet and hiring any person responding to such general solicitations.
23. **WAIVER; RELEASE:** No delay on the part of either party in exercising any of its rights hereunder, failure to exercise such rights, or the acquiescence or knowledge thereto shall operate as a release or waiver except in the specific instance for which it is expressly given. None of the terms, conditions or provisions of the Agreement shall be held to have been changed, waived, varied, modified, or altered by any act or knowledge of either party, their respective agents, servants, or employees.
24. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect.
25. **MODIFICATIONS:** No modification, amendment, or variation to this Agreement or any part thereof shall be valid unless it is made in writing and signed by authorized representatives of both parties.
26. **ENTIRE AGREEMENT:** This Agreement, together with the attached cover page, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes and replaces all prior communications, agreements, and representations, whether oral or written.

[Remainder of page intentionally blank]

Equipment Exchange Form

Customer Name	Warren County Children's Services		
Account # (if known)	0		
Address	416 S. East Street		
	Address		
	Lebanon	OH	45036
Onsite Contact Info for Installation	City State Zip		
	Jennifer Carman	(513) 495-1520	jennifer.carman@wcoho.gov
	Name	Phone	Email

New Equipment Added					
Location Name/ Site#	Internal Location	Make	Model	Serial Number	PID
Warren Co. Children's Services	3rd Floor	Sharp	BP - 70C31		
Warren Co. Children's Services	2nd Floor	Sharp	BP 70M31		

Equipment Removed					
Location Name/ Site#	Internal Location	Make	Model	Serial Number	PID
Warren County Children's Services	3rd Floor	Sharp	MX - 3640N	55078817	9662
Warren County Children's Services	2nd Floor	Sharp	MX - M465	55004108	9661

TRADE-IN
 Customer warrants that it is the sole owner of the equipment being removed (listed above), and that it is free and clear of any liens, security interest and/or any other encumbrances and hereby releases all right and title to the Flex Technology Group.

Data Security
 In order to protect confidential information and comply with applicable laws, please ensure all data is securely removed from all disk drives/magnetic media prior to releasing the equipment. The Customer is responsible for selecting an appropriate removal standard that meets their business need (refer to HDD Policy Form); Flex Technology Group is not liable for damages arising from the Customer's failure to comply with this provision.

Comments

The undersigned warrants that they are authorized by the Customer to execute this release

Customer Signature	<u>Shawna Jones</u>	Date	<u>3-15-24</u>
Printed Name	<u>Shawna Jones</u>	Date	<u>3-15-24</u>

Resolution

Number 24-0399

Adopted Date March 19, 2024

**APPROVING AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES**

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof.

1. Lutheran Homes Society, Inc. dba Genacross Family & Youth Services
2. Ohio Mentor, Inc.
3. Restoration Ranch of Ohio, Inc.
4. Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY)

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Genacross Family & Youth Services
c/a – Ohio Mentor, Inc.
c/a – Restoration Ranch of Ohio, Inc.
c/a - SAFY
Children Services (file)

Resolution

Number 24-0400

Adopted Date March 19, 2024

**APPROVING AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES**

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof.

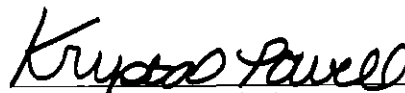
1. Agape for Youth, Inc.
2. Choices, Inc.
3. NECCO, Inc.
4. Nu Beginnings II, LLC

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Agape for Youth, Inc.
c/a – Choices, Inc.
c/a – NECCO, Inc.
c/a – Nu Beginnings II, LLC
Children Services (file)

Resolution

Number 24-0401

Adopted Date March 19, 2024

APPROVING ADDENDA TO AGREEMENT WITH SJO KIDS, INC. DBA NEW PATH CHILD & FAMILY SOLUTIONS RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with SJO Kids, Inc. dba New Path Child & Family Solutions relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – SJO Kids, Inc.
Children Services (file)

Resolution

Number 24-0402

Adopted Date March 19, 2024

AUTHORIZING AMENDMENT NO. 1 TO THE CONSULTING SERVICES AND PROJECT INSPECTION AGREEMENT WITH PRIME AE GROUP, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER

BE IT RESOLVED, to authorize Amendment No. 1 to the Consulting Services and Project Inspection agreement with Prime AE Group, Inc. for the King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project; and

BE IT FURTHER RESOLVED, to authorize Amendment No. 1 with Prime AE Group, Inc., in the amount of \$23,000.00 resulting in an increase to purchase order #21002612, which is for additional hours for construction engineering and project inspection and a new contract price of \$799,792.00 for said purchase order. A copy of the amendment is attached hereto and made a part of 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Prime AE Group, Inc.
Engineer (file)

AMENDMENT TO AGREEMENT

Amendment No. 1

Amending Consulting Services and Project Inspection Contract
For
King Avenue Bridge #282-0.97 Over Little Miami River
Improvements Project

This FIRST AMENDMENT to an AGREEMENT dated December 21, 2021 for the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project in Warren County is made as of the date stated below, by and between the Warren County Board of County Commissioners, hereinafter referred to as the "OWNER" on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Prime AE Group, Inc., hereinafter referred to as the "ENGINEER."

On the 21st day of December, 2021, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an AGREEMENT by Resolution No. 21-1825, to perform construction engineering and project inspection for the construction of the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project. The construction included a bridge replacement over the Little Miami River, a new bridge separating Grandin Road from the Little Miami Scenic Trail, a new parking lot for the trail, roundabout at the Powder Factory and parking lot entrance, and various roadway improvements along King Avenue and Grandin Road and the OWNER agreed to expend a sum not to exceed \$776,792.00 to pay for the specified consulting services.

It is now necessary and in the COUNTY ENGINEER'S interest to revise the schedule portion of the AGREEMENT to include additional Prime AE Group, Inc. hours for construction engineering and project inspection that was performed over a planned winter shut down period. In order to do so, it is necessary to increase the maximum prime compensation to be paid to ENGINEER by an amount of \$23,000.00 to a total of \$799,792.00; without extending the completion date of the contract with the ENGINEER. See Exhibit A (ENGINEER'S Proposal) which is hereby incorporated by reference into this AMENDMENT.

It is hereby agreed by and between the OWNER and the COUNTY ENGINEER and the ENGINEER that the AGREEMENT be amended as noted above and that all other terms and provisions of the AGREEMENT remain in full force and effect. In the event any conflict or dispute arises between the parties relating to the obligations of the ENGINEER as amended by this Amendment, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment to Agreement.

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ENGINEER:

IN EXECUTION WHEREOF, Prime AE Group, Inc. has caused this Agreement to be executed on the date stated below by Brian Hupp, its Director, Construction Services, pursuant to a corporate Resolution authorizing such act.

PRIME AE GROUP, INC.

SIGNATURE: Brian Hupp

PRINTED NAME: Brian Hupp

TITLE: Director, Construction Services

DATE: 2/7/2024

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 by David G Young, its President on the date stated below, pursuant to Resolution No. 24-0402, dated 3/19/24.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

APPROVED BY:
WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Neil F. Tunison

SIGNATURE: David G Young

PRINTED NAME: Neil F. Tunison

PRINTED NAME: David G Young

TITLE: Warren County Engineer

TITLE: President

DATE: 3/3/2024

DATE: 3/19/24

Approved as to Form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: David P. Fornshell
Assistant Prosecuting Attorney



Cincinnati Office
4701 Creek Road, Suite 227, Cincinnati, OH 45242
P: 1.833.723.4768

February 2, 2024

Mr. Roy Henson, PE, PS
Assistant Warren County Engineer
210 W Main Street
Lebanon, Ohio 45036

RE: Contract Modification – King Ave Bridge #282-0.97 Over Little Miami River Improvements Project

Dear Mr. Henson,

We are reaching out regarding the request for a modification to the agreement between the Warren County Engineer's Office and PRIME AE Group, Inc for the King Ave Bridge #282-0.97 Over Little Miami River Improvements project. Specifically, we kindly request a \$23,000.00 increase in the maximum compensation from the original \$776,792.00 amount to a proposed modified amount of \$799,792.00. The detailed reason for this request can be found below.

At the time the agreement was originally signed in December 2021, the maximum compensation was estimated based on a 21-month construction duration starting in March 2022 and ending in December 2023. The estimate excluded any billable time during the project's anticipated winter shutdown period in January and February 2023. However, the Contractor elected to continue working during the anticipated shutdown period to ensure the project would be finished by December 2023. As a result, PRIME continued to perform construction management and inspection services during this period.

The total of PRIME's two invoices amounted to \$51,969.64 over the 9 weeks of January and February 2023. Working with the understanding that 8 weeks of shutdown were estimated over the 9 weeks of invoicing, we calculated 89% (8/9) of the total invoiced amount to derive an unanticipated cost of \$46,195.24. Due to our strong working relationship with WCEO, we are willing to reduce the unanticipated cost by approximately 50% down to the final requested amount of \$23,000.00.

We appreciate your consideration of this matter. If you have any questions, please feel free to contact me at 419.672.8986 or dtodd@primeeng.com

Sincerely,

PRIME AE Group, Inc.

A handwritten signature in black ink that reads "Dan Todd". The signature is written in a cursive, flowing style.

Dan Todd, PE
Construction Project Manager
PRIME AE Group

Trust is Built.
www.primeeng.com

Resolution

Number 24-0403

Adopted Date March 19, 2024

AUTHORIZING ACCEPTANCE OF QUOTE FROM CINCINNATI BELL TELEPHONE CO. LLC, DBA ALTAFIBER ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, altafiber will provide fiber to the Warren County Water Distribution Warehouse located at 1200 Monroe Rd. Lebanon, OH 45036 per Quote# Q-00075825 for Warren County Telecommunications, as indicated on the attached quote; and

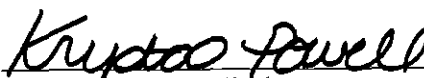
NOW THEREFORE BE IT RESOLVED, to accept Quote# Q-00075825 from Cincinnati Bell Telephone Co. LLC., DBA altafiber on behalf of Warren County Telecommunications for fiber to the Warren County Water Distribution Warehouse located at 1200 Monroe Rd. Lebanon, OH 45036; as attached hereto and a part hereof.

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: c/a – Cincinnati Bell Inc., DBA altafiber
Telecom (file)
Water & Sewer Dept (file)

altafiber

**A Service Agreement for
Warren County
Telecommunications
Q-00075825**

DOCUMENT CREATED DATE: 02/07/2024

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Section 1: Signatures

Warren County Telecommunications ("Customer") and Cincinnati Bell Telephone Co. LLC d/b/a altafiber Network Solutions and Cincinnati Bell Extended Territories LLC d/b/a altafiber Extended Territories (collectively "altafiber"), for itself and its Affiliates agree to engage for the Services described in this Service Agreement: Q-00075825 ("Service Agreement").

This Service Agreement is effective as of the date of last execution below (the "Effective Date") and entered into by and between altafiber, a Delaware corporation, with its principal place of business at 221 East 4th Street, Cincinnati, OH 45202 and Warren County Telecommunications with a place of business at 500 Justice Drive, Lebanon, OH 45036.

This Service Agreement provides details of the Services (detailed in Section 2 below), related Products if any, Service Level Agreements, Service-specific terms, Customer rights and responsibilities, one-time and recurring fees, early termination charges, change control, and third party license agreements as applicable.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives.

Cincinnati Bell Telephone Co. LLC d/b/a altafiber

By: [Signature]
Print Name: Mike Grogan
Title: Director, Enterprise Sales
Date: 3/5/2024

Warren County Telecommunications

By: [Signature]
Print Name: David G Young
Title: President
Date: 3/19/24

Warren County Telecommunications Point of Contact:

Name: Paul Kindell
Office: _____
Mobile: _____
E-Mail: Paul.Kindell@wcooh.net

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

Section 2: Pricing

2.1 Location: 1200 Monroe Rd, Lebanon, OH, United States, 45036

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Metro Ethernet - New	Point to Point/MultiPoint EVC	1	0.00	0.00	-	-
2	Metro Ethernet - New	Metro Ethernet E&C Fiber - Initial ports	1	0.00	0.00	-	-
3	Metro Ethernet - New	1 Gbps - Initial ports	1	325.00	325.00	-	-
4	Metro Ethernet - New	1 Gbps (One Time) - Initial ports	1	-	-	0.00	0.00
5	Metro Ethernet - New	Platinum QoS - Initial ports	1	0.00	0.00	-	-
6	Metro Ethernet - New	No Demarc Extension Required	1	-	-	0.00	0.00
Subtotal					325.00	Subtotal	0.00

2.2 Location: 500 Justice Dr, LEBANON, OH, United States, 45036

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
7	Metro Ethernet - New	Point to Point/MultiPoint EVC	1	0.00	0.00	-	-
8	Metro Ethernet - New	Metro Ethernet E&C Fiber - Initial ports	1	0.00	0.00	-	-
9	Metro Ethernet - New	1 Gbps - Initial ports	1	325.00	325.00	-	-
10	Metro Ethernet - New	1 Gbps (One Time) - Initial ports	1	-	-	0.00	0.00
11	Metro Ethernet - New	Platinum QoS - Initial ports	1	0.00	0.00	-	-
Subtotal					325.00	Subtotal	0.00
MRC Total					650.00	NRC Total	0.00

Contract Term; Terms and Conditions

Unless otherwise provided in the Supplemental Terms (as applicable):

The initial term of this Service Agreement will be sixty (60) months beginning on the date that Company first invoices Customer for the Minimum Commitment Amount (as defined in the Pricing sections) for each individual service, and shall remain in effect unless earlier terminated pursuant to the terms herein, or until all CCRs or Addenda issued pursuant to this Service Agreement have been terminated or expire, whichever is last to occur ("Initial Term"). Following the expiration of the Initial Term, this Service Agreement shall automatically renew at the current contract rate for additional twelve (12) month periods (each a "Renewal Term") unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then current Term ("Term" shall mean collectively Initial and/or Renewal Term).

Company reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to the stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

Section 3: Ethernet Terms and Conditions Supplement

The Ethernet Supplemental Terms and Conditions ("Ethernet") is attached to and made a part of the Service Agreement Number Q-00075825 ("Service Agreement") and contains additional terms specific to Ethernet provided by altafiber Telephone Company LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.

3.1 Definitions.

- 3.1.1 **Ethernet.** The engineering, installation, maintenance and repair services provided by altafiber to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.
- 3.1.2 **Customer's location.** A location specified by the Customer for the purposes of terminating network such as the Customer's premises or the building where the off-premises extension terminates.
- 3.1.3 **Demarcation Point.** The point of physical separation of altafiber's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Ethernet service presented by altafiber to Customer.
- 3.1.4 **Local Area Network (LAN).** A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
- 3.1.5 **Metropolitan Area Network (MAN).** A network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.
- 3.1.6 **Permanent Virtual Circuits (PVC).** A static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.
- 3.1.7 **Quality of Service (QoS).** Defined as a way to prioritize service for applications that are sensitive to latencies or delays. It is the primary form of intelligent bandwidth management that allows service levels to be specified for different traffic types.
- 3.1.8 **Unprotected Ethernet.** The standard Ethernet service.
- 3.1.9 **Virtual LAN (VLAN).** A static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network, and are enforced by using VLAN Tagging.
- 3.1.10 **VLAN Tagging (802.1q).** A way to label different traffic types so they may be differentiated from each other. It is another form of intelligent bandwidth management that can allow service levels for different traffic types.

3.2 Services and Rates.

- 3.2.1 Ethernet service will be provided as specified on the attached Pricing Agreement.
- 3.2.2 Customer may move the location of its Ethernet service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in this Supplement are applicable if Customer terminates this Agreement because of a move to a location where sufficient central office capacity or outside plant facilities are not available.
- 3.2.3 Customer may add additional ports to its Ethernet service at the rates in effect at the time of such addition, provided altafiber has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required adding such additional port(s) to its Ethernet service.
- 3.2.4 Any other regulated services not listed herein which are provided by altafiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Ethernet service.

3.3 Provisioning.

- 3.3.1 altafiber will provide Ethernet service for one or more of the following types of LANs, as specified by Customer on the attached Services Agreement: Ethernet LANs operating at a variety of speeds. Permanent Virtual Circuits (PVC) and/or VLANs, facilities redundancy, and other "optional" features relating to Ethernet are also available to Customer at rates, terms and conditions to be agreed upon.
- 3.3.2 altafiber will provision Ethernet service in proper working order on altafiber's side of the Demarcation Point by the agreed upon installation date. Customer will provide appropriate environmental conditions for altafiber's customer premise equipment, which shall include, but not be limited to the following: 110/125 volt AC; 15 or 20 amp non switched circuit on UPS, if possible; Standard 110 3 – prong grounded outlet. Temperature between 40 and 100 degrees F. Humidity between 5% and 90% non-condensing. Security Access to this space that houses the Ethernet Service equipment must be restricted to authorized personnel only
- 3.3.3 Ethernet will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Ethernet. altafiber reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. altafiber will attempt to notify the Customer in advance according to the attached Ethernet Service Agreement.
- 3.3.4 If a major outage to altafiber's network occurs, including Ethernet, altafiber will use reasonable efforts to restore Ethernet service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
- 3.3.5 altafiber will furnish Customer with a telephone number, which Customer will use to report any trouble with Ethernet.
- 3.3.6 Unless otherwise agreed in writing, altafiber will provide Ethernet service for data transmission only.
- 3.3.7 The electrical signals of Ethernet operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, IEEE Standard 802.3 or 100 Mbps and 1000 Mbps (a.k.a., GigE or 1 Gigabit), IEEE Standard 802.3u (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).
- 3.3.8 Ethernet supports the following interfaces:(i) RJ45 10 base T and 100 base T connections, for Ethernet LANs operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (a.k.a., GigE or 1 Gigabit).The standard equipment setting for a 1.5Mbps to 10Mbps circuit is 10Mbps full duplex setting. Circuit speed greater than 10Mbps, but, less than 100Mbps will be hard-coded 100Mbps full duplex setting. Gig-E speed is set at auto-negotiate.
- 3.3.9 An initial port is required in order to provide Ethernet to a Customer's location. Additional ports are only available to a Customer's location with at least one initial port.
- 3.3.10 Additional port discounts do not apply to different Customers at the same location.
- 3.3.11 The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer's location, then all Ethernet service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer's location.
- 3.3.12 If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional ports.

3.4 Construction Costs.

- 3.4.1 altafiber is offering Ethernet Services at the stated pricing subject to availability, and to the condition that altafiber's costs to deliver the Services to Customer be reasonable. If altafiber in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then altafiber and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) altafiber will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) altafiber and Customer will have five (5) business days to renegotiate to mutual agreement.

3.5 Repair – Response Time.

- 3.5.1 altafiber will use its best efforts to repair any inoperable Ethernet port within four (4) hours after a reactive or proactive trouble ticket is opened with altafiber that such port is inoperable. If such port remains inoperable for

more than eight (8) hours after a trouble ticket has been opened, altafiber will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable. The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be altafiber's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

- 3.5.2 Performance Standards of the Ethernet Network are as follows: Mean time to respond at the port level: 30 minutes and Mean time to repair at the port level: 2 hours. Response Time shall mean that altafiber is aware of the problem, and a ticket is opened either reactively or proactively and altafiber is beginning to take action to resolve the issue.

3.6 Maintenance.

- 3.6.1 When a Customer reports a trouble to altafiber and the problem is not found in the altafiber's facilities, altafiber will bill the Customer for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.
- 3.6.2 If altafiber personnel initially fail to find trouble in altafiber facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.
- 3.6.3 altafiber can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.
- 3.6.4 altafiber can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.
- 3.6.5 altafiber will bill Customer for any additional charges. Any dispute of the charges shall be resolved pursuant to section 4.8 of the Service Agreement.

3.7 Cancellation, Delay or Modification of Service Orders.

- 3.7.1 Cancellation of Service Order. If Customer cancels a Service Order before altafiber has completed installation of the Ethernet service, Customer must reimburse altafiber for its costs. If Customer cancels a Service Order after the Ethernet service has been installed, the termination liability set forth in Section 11 below will apply. All requests by Customer to cancel a pending Service Order are effective only if provided in writing.
- 3.7.2 Requests to Delay Installation. Customer may request to delay installation for up to thirty (30) days following the original Firm Order Commitment ("FOC") due date for no charge if such request is provided in writing to altafiber within two (2) business days of receiving the FOC due date. If Customer submits its request to delay installation after the two (2) business days after receipt of the FOC, then altafiber will bill \$100.00 for any request to change the FOC due date. However, if the customer requests a change of due date within five (5) business days prior to the communicated FOC due date, altafiber will bill \$300.00 for the FOC due date change.
- 3.7.3 Failure to Notify of Installation Delay. If the Customer fails to notify altafiber of an installation delay pursuant to Section 7.2 above, altafiber will bill for the Monthly Recurring Charge for such Ethernet service from the original FOC due date to the actual date of installation. Customer will be required to notify altafiber in writing to reschedule an installation date.
- 3.7.4 Modification of Service Orders. If Customer requests modifications to pending Service Orders altafiber will bill Customer for its actual costs incurred in reengineering and modifying the Ethernet service, including any third-party charges assessed against altafiber as a result of such modification.

3.8 Testing.

- 3.8.1 altafiber will notify Customer when the Ethernet service has been successfully installed, on a circuit-by-circuit basis, and is available for Customer's use ("Service Date"). Unless Customer notifies altafiber by the close of the second business day following the Service Date that the Service is not operational, the Service Term will commence on the Service Date. Customer also has thirty (30) days following the Service Date to conduct additional testing of the Ethernet services. If such testing indicates that the Ethernet service is not operating properly, and Customer notifies altafiber and reasonably identifies the problem, altafiber will work with Customer

to remedy the problem. If altafiber reasonably determines that the problem is due to altafiber's Network or altafiber Equipment or third-party telecommunications facilities arranged by altafiber on altafiber's side of the demarcation point, then Customer will be credited for the MRCs associated with the Ethernet service from the Service Date through the date that the Ethernet service is made operational. If altafiber reasonably determines that the problem is not being caused by altafiber's Network, altafiber Equipment, or third-party telecommunications facilities arranged by altafiber on altafiber's side of the demarcation point, the Service Date will remain unchanged. altafiber is not responsible for testing failures resulting from problems with Customer's equipment.

3.9 Billing and Payment.

3.9.1 Unless Customer notifies altafiber otherwise, charges for Ethernet services will commence on the Service Date as defined in Section 8 above. The Service Date will not be delayed due to Customer's failure to be ready for delivery of the Ethernet service on the agreed upon installation date.

3.10 Title to Equipment and Facilities.

3.10.1 All equipment and facilities used by altafiber in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.

3.10.2 Upon disconnection of Ethernet service, Customer agrees to allow altafiber reasonable access to its facility in order to recover altafiber-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow altafiber reasonable access to its facility within thirty (30) days of the disconnection date, altafiber will bill Customer an "unclaimed equipment fee" equal to the amount of altafiber's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.

3.10.3 Customer authorizes altafiber to enter the premises to install and maintain altafiber facilities relating to the provision of Ethernet service. At all times, including but not limited to periods before and after installation, such facilities shall be owned by, exclusively, and shall remain the property of altafiber. Upon Customer's request, altafiber will provide an installation plan in recognition of considerations regarding aesthetics and space

3.11 Termination Charges.

3.11.1 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet prior to completion thereof, altafiber will bill Customer for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

3.11.2 If nonrecurring charges associated with the installation of Ethernet service are waived and the Ethernet is then terminated prior to the expiration of the Term, altafiber will bill Customer for payment of the waived charges.

Section 4: General Terms and Conditions

4.1 Definitions.

4.1.1 The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Supplements. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree

or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes the Supplement.

- 4.1.2 **Applicable Laws** - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.
- 4.1.3 **Information** - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.
- 4.1.4 **Party** - means (i) altafiber parent company, its affiliates and subsidiaries (collectively "altafiber") or (ii) Customer; and "**Parties**" means (i) and (ii).
- 4.1.5 **Proprietary Information** - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

4.2 **Services.**

- 4.2.1 The applicable rates, fees, commissions and charges for a particular service to be provided by altafiber pursuant to the Supplement will be on the Services Agreement sheet. Any other regulated services not listed on the Supplement which are provided by altafiber to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement. Any future Supplements entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

4.3 **Equipment Warranty, Use and Maintenance.**

- 4.3.1 If applicable, altafiber will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Services Agreement sheet, except CPE provided as part of any Ethernet service, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit altafiber access to equipment on Customer's premises used to provide service hereunder and altafiber will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of altafiber. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of altafiber and will pay the cost of any repairs necessitated by unauthorized work.

4.4 **Warranty Exclusions.**

- 4.4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow altafiber's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-altafiber equipment;

and (c) abuse, misuse or negligent acts. altafiber may perform services in such instances on a time and materials or contract basis.

4.4.2 altafiber will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.

4.4.3 Except as specified herein and any supplements, altafiber, its subcontractors and suppliers (except as expressed in writing by them) make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

4.5 Title or Risk of Loss of Equipment.

4.5.1 For equipment sold to Customer and installed by altafiber, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.

4.5.2 For all other equipment used in the provision of services under any of the Supplements, title shall remain solely with altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. altafiber will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to altafiber for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or subcontractors.

4.6 Governing Law.

4.6.1 This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the Internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

4.7 Confidential Information. – Removed, government entity

4.8 Resolution of Disputes.

4.8.1 The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy.

4.9 Terms of Payment.

4.9.1 Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to altafiber undertaking any of the actions set forth in this Agreement, altafiber may apply late payment fees or take any action in connection with any other right or remedy altafiber may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$11.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any altafiber invoice, Customer shall submit to altafiber by the Invoice Due Date, full payment of the undisputed portion of any altafiber invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. altafiber and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after altafiber receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer

shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to altafiber shall be due within (10) days of resolution of the dispute.

- 4.9.2 Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on altafiber's net income.

4.10 Termination.

- 4.10.1 Notwithstanding the provisions regarding the Term and Termination Charges of each Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:
- 4.10.2 In the event Customer provides timely notice to altafiber that it does not intend to renew an automatically renewing contract, altafiber will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.
- 4.10.3 In the event that one Party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (other than Customer's payment obligations), the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of altafiber and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.
- 4.10.4 A Party may, at its option, terminate a Supplement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.
- 4.10.5 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, altafiber will bill Customer for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 4.10.6 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to altafiber. The termination charge will be considered to be liquidated damages and will be altafiber's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Supplement is not intended to indicate that the Customer has approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.
- 4.10.7 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to altafiber. In the event that any service under this Agreement is terminated by Customer for convenience or for reasons other than altafiber's breach of this Agreement prior to the expiration of the then-current Term, altafiber will bill the Customer a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.
- 4.10.8 One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

4.11 Indemnification. –Removed, government entity

4.12 Responsibilities of Each Party.

- 4.12.1 Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

4.13 Limitations of Liability.

- 4.13.1 altafiber's liability arising out of the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall altafiber be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not altafiber or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "altafiber" is deemed to include altafiber's parent company, and its respective affiliates and subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of each of them.
- 4.13.2 The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.

4.14 Security and Access.

- 4.14.1 Employees and agents of altafiber and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

4.15 Work on Customer's Premises.

- 4.15.1 In performance of its obligations hereunder, altafiber shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of altafiber's noncompliance with any such laws. If altafiber's work related to this Agreement involves operations by altafiber on the premises of Customer, altafiber shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, altafiber shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of altafiber's employees, agents or subcontractors.
- 4.15.2 altafiber shall provide liability insurance coverage as follows:

altafiber shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. altafiber shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

altafiber further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, altafiber 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 Agreement.

By endorsement to the Commercial General Liability or Professional Liability coverage, Customer shall be named as an additional insured with the same primary coverage as the principal insured – no policy of

Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

altafiber shall provide Customer with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Customer. Such certificates shall provide that the insurer notify Customer in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to Customer not less than 30 days prior to said cancellation date. altafiber shall also deliver to Customer, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

altafiber shall carry statutory worker's compensation insurance as required by law and shall provide Customer with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

4.16 Customer Obligations.

- 4.16.1 Prior to requesting repair service from altafiber, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by altafiber.

4.17 System Maintenance.

- 4.17.1 In the event altafiber determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, altafiber will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am, local time). In no event shall interruption for system maintenance constitute a failure of performance by altafiber.

4.18 Subcontracting.

- 4.18.1 altafiber may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

4.19 Changes in Laws.

- 4.19.1 This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

4.20 Force Majeure.

- 4.20.1 No Party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

4.21 Good Faith Performance.

4.21.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

4.22 No License.

4.22.1 Except as expressly provided in this Agreement or a Supplement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

4.23 Amendments; Waivers.

4.23.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

4.24 Notices.

- 4.24.1 All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Supplement, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Services Agreement sheet.
- 4.24.2 Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

4.25 No Rights to Third Parties.

4.25.1 This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

4.26 Severability.

4.26.1 If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

4.27 Assignment.

4.27.1 Customer will not resell or permit any third party to use any of the services provided by altafiber hereunder. Neither Customer nor altafiber may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. altafiber shall not be required to obtain consent in the case of a sale of all or substantially all the assets of altafiber or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, altafiber shall retain the right to terminate this Agreement without further

obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of altafiber.

4.28 Entire Agreement; Continuing Obligations.

- 4.28.1 The Agreement, which includes the Signatures, Pricing, Product Supplement(s) and General Terms & Conditions, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.
- 4.28.2 Irrespective of any provision contained in this Agreement or in any Supplement to the contrary, Articles 6 through 9 and Articles 11 through 30 of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) heretofore or hereinafter executed by the Parties unless such Article, including any subsection thereof, is expressly identified as the subject of an amendment that is in writing and agreed upon by a representative of each Party having authority to agree to such amendment.
- 4.28.3 Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 8 hereof regarding resolution of disputes, Article 15 hereof regarding indemnification, and Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.
- 4.28.4 The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.
- 4.28.5 Under federal law, Customer has a right, and altafiber has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from altafiber, including the amount, type, and destination of Customer's service usage; the way altafiber provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to altafiber sharing its CPNI with altafiber affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the altafiber parent company as well as altafiber agents and authorized sales representatives, to develop or bring to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

4.29 Regulatory Approval; Tariffs.

- 4.29.1 This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. The obligations of altafiber and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in altafiber's tariffs on file with regulatory agencies.

4.30 Executed in Counterparts.

- 4.30.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

4.31 Headings.

- 4.31.1 The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

Resolution

Number 24-0404

Adopted Date March 19, 2024

ENTERING INTO A HARDWARE AND SERVICE ORDER AGREEMENT WITH VERIZON CONNECT NWF ON BEHALF OF WARREN COUNTY WATER AND SEWER FOR PURCHASE OF GPS HARDWARE AND MONTHLY SERVICE SUBSCRIPTION FOR THE GPS MONITORING SYSTEM

BE IT RESOLVED, to enter into a Hardware and Service Order Agreement with Verizon Connect NWF on behalf of Warren County Water and Sewer Department for purchase of GPS hardware and monthly service subscription, copy of said hardware and service order agreement 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

lkl

cc: c/a – Verizon Connect NWF
Water/Sewer (file)

5055 North Point Pkwy
 Alpharetta, GA 30022-3074
 Fax: (781) 577-4793

SERVICES ORDER FORM

Customer Service: 1-844-617-1100
 Customer Service:
 www.verizonconnect.com



GENERAL INFORMATION			
Order Date: March 4, 2024	Customer Reference Number:	VCF Salesperson Name: Lawrence Rhea	Region: CA
Company Name: Warren County Water & Sewer		Officer or Owner: Chris Brausch	Telephone: +15136951193
Address (Mailing or Invoicing Address): 406 JUSTICE DR		Officer/Owner Email Address: chris.brausch@co.warren.oh.us	Cell Phone: 5136952995
City: LEBANON	State: OH	Zip Code: 45036-2385	Installation Contact if other than Officer/Owner: Telephone:
Please advise your VCF scheduler if there are multiple shipping or installation addresses		Accounts Payable Contact, if other than Officer/Owner:	Telephone:
		Email:	

SUBSCRIPTION SERVICES:			
QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
2	Vehicle Tracking Subscription	18.95 USD	37.90 USD
1	Dual Channel AI Dashcam	29.95 USD	29.95 USD
1	Micro SD Card 256GB for AI Dashcam	1.60 USD	1.60 USD
1	ADAS Service	1.10 USD	1.10 USD
1	DMS Service	1.10 USD	1.10 USD

Agreement Length: 12 Months from the Subscription Start Date.		TOTAL Monthly AMOUNT: 71.65 USD
<p>The "Subscription Start Date" is the earlier of (i) the date of installation of any Equipment or (ii) passage of 90 days after the date of shipment. The monthly bundled rate for is invoiced monthly on the first of the month following the month of the Subscription Start Date if Customer elects to be invoiced monthly. If Customer elects to be invoiced annually, the monthly bundled rate for twelve (12) months is invoiced as a lump sum on the first of the month following the month of the Subscription Start Date. Billing for each ordered subscription shall start at the earlier of (i) the date of installation of the applicable Equipment or (ii) the passage of 90 days after the date of shipment.</p>		Excludes Applicable Taxes and Fees

ONE-TIME FEES (per Occurrence):			
QUANTITY	DESCRIPTION	AMOUNT	EXTENDED PRICE
		Total One-Time Fees	0.00 USD
COVERT INSTALLATION: Unknown		EXCLUDES APPLICABLE TAXES AND FEES	

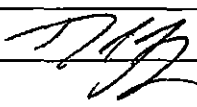
ORDER TERMS:
<p>Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect NWF Inc. (VCN) (formerly Networkfleet, Inc.) and Sourcwell (formerly NJPA) (Contract #020221-NWF) that are in effect as of the date the order was received by VCN ("Sourcwell Contract"). The Sourcwell Contract terms and conditions are available at https://www.sourcwell-mn.gov/cooperative-purchasing/020221-nwf. If, in accordance with the terms of the Sourcwell Contract, Customer and VCN have executed an additional separate written agreement ("Customer Addendum") with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Customer Addendum shall also apply with respect to the products and/or services set forth in this order.</p> <p>Unless otherwise specified, this Order Form is valid for 30 days after the Order Date. Please remit a signed copy of this Order Form to your VCF Salesperson within the validity period.</p>
INSTALLATION NOTES (not valid for changes to billing, payment or other contract terms):
Customer Vehicle List Received

5055 North Point Pkwy
Alpharetta, GA 30022-3074
Fax: (781) 577-4793


SERVICES ORDER FORM

Customer Service: 1-844-617-1100
Customer Service:
www.verizonconnect.com



Customer Name: Warren County Water & Sewer	
By (signature)  * Date: 3/19/24	

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 24-0405

Adopted Date March 19, 2024

APPROVING PROFESSIONAL SERVICE AGREEMENT BETWEEN TRUE ARTIST STUDIO AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, the Warren County Commissioners are the Fiscal Agent for the Local Workforce Development Board; and

WHEREAS, the Local Workforce Development Board's Executive Director executes the functions of the local WDB, as outlined in section 107(d) of WIOA and 20 C.F.R. 679.370, which includes awarding contracts and agreements for the activities of the local WDB; and

WHEREAS, the WDB's Executive Director has contracted with True Artist Studio to provide videography and audio for BCW/Workforce Rapid Response Mini Forum, effective February 14, 2024, and continuing through March 13, 2024, at a total cost of \$1,020.00 to be paid within 30 days upon BCW/Workforce receiving detailed invoice and the final edited copy of the video.

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners as the Fiscal Agent on behalf of the Area 12 Workforce Development Board, does hereby approve the contract with the said provider through March 13, 2024. A copy of said agreement is 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

Cc: c/a – True Artist Studio
Area 12 Workforce Development Board (file)

CONSULTANT VENDOR CONTRACT

THIS CONSULTANT AGREEMENT, MADE AND ENTERED INTO BY AND BETWEEN BCW/WORKFORCE AND TRUE ARTIST STUDIO WITH OFFICES LOCATED AT 7904 PRINCETON RD., LIBERTY TOWNSHIP, OH 45044, HEREIN REFERRED TO AS "CONSULTANT"

WHEREAS, BCW/Workforce desires Videography services for the purpose of videoing and recording the Rapid Response Mini Forum on February 20, 2024, for the BCW/Workforce to use as a tool for Businesses; and

WHEREAS, the Consultant has been determined by the BCW/Workforce to have the necessary experience, expertise and qualifications to provide those services;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Videoing and Recording of BCW/Workforce Rapid Response Mini Forum

1. Consultant will provide audio - wireless wearable mic for presenter and wireless handheld mic for participant question and answer.
2. Consultant will supply multi cameras to capture the essence of the forum.
3. Consultant will edit and mix multi video and multi audio to create a BCW/Workforce approved finished product.
4. Consultant will provide archived raw footage to BCW/Workforce via Dropbox.
5. Consultant will provide final edit digital video via Dropbox for downloading for BCW/Workforce to use as a tool for Business Outreach.

II. FEES AND COMPENSATION

- A. Consultant shall be reimbursed for professional services rendered according to the terms of this agreement. Total compensation payable to Consultant for services rendered pursuant to this agreement, including out-of-pocket expenses, shall not exceed one thousand twenty dollars (\$1,020.00).
- B. Unless otherwise agreed to in writing by the BCW/Workforce Executive Director, payment therefore shall be made upon completion of this agreement and submission of an invoice.
- C. Payment shall only be made pursuant to a detailed invoice based upon the quote attached hereto as Exhibit A. The invoice shall be submitted

within 20 days of the receipt of the final product. BCW/Workforce could take 30 days to process and complete payment once invoice is received.

- D. Consultant shall submit documentation substantiating their cost as listed in their quote along with their invoice.

III. DURATION

This is a professional service contract that shall begin upon signature of both parties and continue through March 13, 2024.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement, nor does it cause Consultant to be an officer or official of the BCW/Workforce. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, or will it cause unlawful benefit or gain to be derived by either party.

V. INSURANCE REQUIREMENTS

Consultant maintains insurance appropriate to their business.

VI. HOLD HARMLESS CLAUSE

The Consultant shall indemnify, hold harmless, and defend the BCW/Workforce, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to person injury, bodily injury, sickness, death or to injury to or destruction of property, including loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of willful misconduct of the BCW/Workforce or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state, and local taxation. Regulations of the Internal Revenue Service require BCW/Workforce to report all amounts paid to non-corporate or corporate Consultants. Consultant agrees to furnish BCW/Workforce with its taxpayer identification number (TEIN) prior to the effective date of this Contract.

Consultant further agrees to provide such other information to the BCW/ Workforce as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Ohio. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he/she is qualified to do business in the State of Ohio, and has full right, power, and authority to enter into this Agreement.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XI. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XII. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XIII. COUNTERPARTS OR ELECTRONIC COPIES

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument or the parties to this contract may authenticate the agreement with an electronic signature which shall be given the same legal force and effect as a handwritten signature.

XIV. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

AS TO: TRUE ARTIST STUDIO
ATTEST:

LS.

BY:

(Signature)



LS.

(Printed Name)

Shane Perreth

TITLE: owner

DATE:

2/15/24

AS TO: BCW/WORKFORCE

WITNESSED BY:

LS.

BY:

Becky Ehring

(Signature)

LS.

Becky Ehring

(Printed Name)

TITLE: BCW/WORKFORCE Executive Director

DATE:

2/15/24

FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

Warren County Board of County Commissioners

David Young, Commissioner

Shannon Jones, Commissioner

Thomas Grossmann, Commissioner

Approved as to form:

Warren County Prosecuting Attorney

Resolution

Number 24-0406

Adopted Date March 19, 2024

AUTHORIZING THE DESTRUCTION OF VARIOUS ITEMS WITHIN THE COMMISSIONERS' OFFICE

WHEREAS, the Warren County Commissioners' Office has determined that the following items are obsolete and have no value:

- 1 set of Ohio Revised Code books
- 1 set of Ohio Administrative Code books

WHEREAS, the Warren County Commissioners' Office plans to dispose of the items properly.

NOW THEREFORE BE IT RESOLVED, to dispose of the above-listed items.

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: B. Quillen – Auditor's Office
Commissioners' file

Resolution

Number 24-0407

Adopted Date March 19, 2024

ACKNOWLEDGING PAYMENT OF BILLS

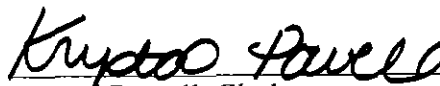
BE IT RESOLVED, to acknowledge payment of bills from 3/12/24 and 3/14/24 as attached hereto and made a part hereof.

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor ✓

Resolution

Number 24-0408

Adopted Date March 19, 2024

ACCEPTING AN AMENDED CERTIFICATE, APPROVING A SUPPLEMENTAL APPROPRIATION AND A CASH ADVANCE FOR THE STEPHENS ROAD BRIDGE REPLACEMENT PROJECT FUND 4452

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Stephens Road Bridge #158-0.92 Replacement Project, an amended certificate and a supplemental appropriation and cash advance need to be accepted; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate in the amount of \$383,724.00 for the Stephens Road Bridge #158-0.92 Replacement Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation and cash advance for the Engineer's Fund #4452 Stephens Road Bridge #158-0.92 Replacement Project:

Supplemental Appropriation

\$415,034.41 into 44523130-5320 (Capital Purchases)

Cash Advance

\$350,000.00 from 2202-45556 (Cash Advance Out)

\$350,000.00 into 4452-45555 (Cash Advance In)

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

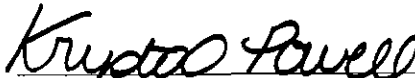
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Cash Advance file
Engineer (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES


Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, March 13, 2024

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2024, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2024	Taxes	Other Sources	Total
Stephens Road Bridge	(\$25,769.73)		\$903,607.95	\$877,838.22
Fund 4452				
TOTAL	(\$25,769.73)	\$0.00	\$903,607.95	\$877,838.22


 _____)
 _____)
 _____) Budget
 _____) Commission

AMEND 24 07
 4452 49000 +301,724.00
 4452 42900 +12,000.00
 4452 45999 +70,000.00
 Total 4452 +383,724.00

Resolution

Number 24-0409

Adopted Date March 19, 2024

APPROVING OPERATIONAL TRANSFER 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.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of February 2024:

\$ 55,394.67	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 12,868.69	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 60,259.09	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 5,723.27	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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 24-0410

Adopted Date March 19, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY CORRECTIONS FUND 2284

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 30,000.00 into 22842911-5210 (Materials & Supplies)

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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Common Pleas Court (file)

Resolution

Number 24-0411

Adopted Date March 19, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 14,000.00	into	BUDGET-BUDGET 22891228-5102	(Regular Salaries)
\$ 3,000.00	into	BUDGET-BUDGET 22891228-5811	(PERS)
\$ 300.00	into	BUDGET-BUDGET 22891228-5871	(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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Common Pleas (file)

Resolution

Number 24-0412

Adopted Date March 19, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO WATER REVENUE FUND
5510

WHEREAS, the Water and Sewer Department, due to current needs and supply chain issues with the procurement of water meters and service vehicles, needs to supplement the 2024 budget appropriations; and

WHEREAS, supplemental appropriations are necessary to accommodate said costs.

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

\$700,000.00 into 55103200-5210 (Material & Supplies)

\$100,000.00 into 55103200-5310 (Vehicles Capital Outlay)

\$150,000.00 into 55103200-5998 (Reserve/Contingency)

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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

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

Resolution

Number 23-0413

Adopted Date March 19, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00 from #11011600-5210 (Materials & Supplies)
 into #11011600-5370 (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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

Resolution

Number 24-0414

Adopted Date March 19, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GENERAL
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #11011620-5102 (Garage Regular Salary)
into #11011620-5114 (Garage Overtime Pay)

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

Resolution

Number 24-0415

Adopted Date March 19, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND
#11012200 AND FROM 11012210 INTO 11012200

BE IT RESOLVED, to approve the following appropriation adjustments:

\$107,650.75	from	11012200-5830	(Sheriff Workers Compensation)
	into	11012200-5310	(Vehicle Capital Outlay)
\$76,220.77	from	11012210-5830	(Shrf Det Workers Compensation)
	into	11012200-5310	(Vehicle Capital Outlay)
\$30,128.48	from	11012200-5223	(Gas & Oil – Operating Supplies)
	into	11012200-5310	(Vehicle 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0416

Adopted Date March 19, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile
Detention fund #11012600:

\$ 1,757.36	from	11012600-5102	(Juv Det Regular Salaries)
	into	11012600-5840	(Unemployment Comp)

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
Appropriation Adj. file
Juvenile (file)

Resolution

Number 24-0417

Adopted Date March 19, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY CORRECTIONS FUND 2227

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,000.00	from	BUDGET-BUDGET 22271220-5855	(Clothing Personal Equip)
	into	BUDGET-BUDGET 22271220-5940	(Travel)

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

Resolution

Number 24-0418

Adopted Date March 19, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,000.00 from BUDGET-BUDGET 22891228-5210 (Materials & Supplies)
into BUDGET-BUDGET 22891228-5400 (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 -- absent
Mr. Young -- yea
Mrs. Jones -- yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment
Common Pleas (file)

Resolution

Number 24-0419

Adopted Date March 19, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
ENG	PRIME CONSTRUCTION MANAGEMENT	KING AVE BRIDGE	\$ 23,000.00 *INCREASE

3/19/2024 APPROVED:



Martin Russell, County Administrator

Resolution

Number 24-0420

Adopted Date March 19, 2024

DETERMINING THAT PERSONAL PROPERTY PURCHASED FOR THE WARREN COUNTY PROSECUTOR'S OFFICE IS OBSOLETE AND PERMITTING PRIVATE SALE OF THE OBSOLETE PROPERTY

WHEREAS, on or about July 7, 2006, this Board authorized the purchase of 4 Glock Model 27 firearms with Glock night sights from the general fund to be used by the Warren County Prosecutor's Office, and;

WHEREAS, the total purchase price in 2006 did not exceed \$2,500.00, and;

WHEREAS, pursuant to Section 307.12(B) this Board may determine that personal property is obsolete and sell the property by private sale when in the opinion of the Board the fair market value of the property is \$2,500.00 or less.

NOW THEREFORE BE IT RESOLVED, to determine that the 4 Glock firearms described above to be obsolete, and to have a fair market value of less than \$2,500.00, and to permit the private sale of the used handguns, specifically, to hereby authorize the Warren County Prosecutor's Office to trade-in the above-described firearms to a firearms retailer in order to discount the price of new firearms to be purchased and used by the Warren County Prosecutor's Office.

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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Prosecutor (file)
B. Quillen- Auditor's Office